

**NON-DISCLOSURE AGREEMENT  
(BILATERAL)**

**THIS AGREEMENT** is made as of the 24th day of June , 2024  
(**“Agreement”**)

**B E T W E E N:**

**DEVOPTEK INC, 67 ZIEMAN CRESCENT, CAMBRIDGE, ON N1T2H6**  
(**“Party 1”**)

- and -

**Mark Bisbee**  
(**“Party 2”**)

Party 1 and Party 2 are sometimes collectively referred to herein as the **“Parties”** and  
individually as a **“Party”**

**WHEREAS** the Parties wish to exchange certain confidential and proprietary information for the purpose of evaluating the potential of Devoptek Inc Sales partnership agreement with Mark Bisbee (the **“Purpose”**);

**NOW THEREFORE**, in consideration of the mutual promises, covenants and obligations contained in this Agreement, the Parties agree as follows:

**1. Definitions.** For the purposes of this Agreement:

**“Confidential Information”** means, but is not limited to, any information, know-how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matters, customer information, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the Parties. The term “Confidential Information” does not include information which is:

- (i) now or which becomes publicly known or available through no act or failure on the part of the Receiving Party;
- (ii) actually known to the Receiving Party prior to the time of receipt of such Confidential Information;

- (iii) furnished to the Receiving Party by a third party who has rightfully obtained the Confidential Information without restriction on disclosure; or
- (iv) independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party that does not otherwise contravene the terms and provisions of this Agreement.

**“Disclosing Party”** means the Party that possesses the rights in and to an item of Confidential Information, and includes, without limitation, an owner, possessor, developer and licensee of such Confidential Information.

**“Receiving Party”** means the Party that receives or is otherwise privy to, or comes into possession of, an item of Confidential Information of which it is not the owner.

**“Representatives”** means directors, officers, employees, agents and financial, banking and legal advisors of a Party.

**2. Term.** This Agreement commences on the date set out above and remains in effect for 2 years. The rights and obligations of the Parties with respect to any Confidential Information disclosed or obtained prior to the expiration of this Agreement shall terminate 3 years from the date of expiration of this Agreement.

**3. Ownership and Use of Confidential Information.** All Confidential Information constitutes the sole and exclusive property of the Disclosing Party, which the Disclosing Party is entitled to protect. The Receiving Party may only use the Confidential Information strictly for the Purpose. The Receiving Party shall hold and maintain all Confidential Information in confidence for the Disclosing Party and shall have an obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the Disclosing Party in writing. The standard of care for protecting Confidential Information imposed on the Receiving Party and its Representatives will be at least that degree of care the Receiving Party uses to prevent disclosure, publication or dissemination of its own Confidential Information, but in no event less than reasonable care. Neither this Agreement nor the disclosure of any information to the Receiving Party shall be construed as granting to the Receiving Party any rights in, to or in respect of the Confidential Information.

**4. Non-Disclosure of Confidential Information.** Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information to any person other than to its Representatives, if any, who need to know and in such event only to the extent necessary for the Purpose and who are informed by the Receiving Party of the confidential nature of the Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. In addition, no Party shall

disclose the fact that the Confidential Information has been made available to it pursuant to this Agreement, or that any evaluations, discussions, meetings or negotiations have or are taking place without the prior written consent of the other Party.

**5. Destruction or Return.** Upon expiry or earlier termination of this Agreement, or upon demand in writing by the Disclosing Party, the Receiving Party shall and shall cause its Representatives to (a) immediately destroy all Confidential Information and certify in writing that such destruction occurred or (b) at Disclosing Party's option, return all Confidential Information to the Disclosing Party within 10 days. The Receiving Party shall not retain any of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain electronic copies of Confidential Information stored on electronic back-up and archival systems if automatically produced in the ordinary course of business. Any such back-up copies of Confidential Information so retained shall be held subject to the confidentiality and use limitations of this Agreement and shall not be accessed by any person except information technology systems administrators nor used for any purpose except necessary data storage systems maintenance. The destruction or return of Confidential Information shall not in any event relieve the Receiving Party of its obligations set out in this Agreement.

**6. Legally Compelled Disclosure.** If the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party shall, if not prohibited by law, give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with the Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall only disclose such Confidential Information as is required, in the opinion of its counsel, and shall use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

**7. Injunctive Relief.** Each Party agrees that the other Party will be irreparably harmed if a Party breaches this Agreement and that such harm may not be compensable by monetary damages alone. Accordingly, each Party shall be entitled to injunctive relief to prevent breaches by the other Party of this Agreement, and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which the Parties may be entitled, at law or in equity. It is further understood and agreed that no failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

**8. No Representations or Warranties.** The Disclosing Party hereby excludes all representations, warranties and conditions, express or implied, including, without limitation, any representations, warranties or conditions of accuracy, sufficiency or suitability with respect to the Confidential Information.

**9. Similar Transactions.** Each Party acknowledges that the other Party may be considering transactions with third parties that are similar to, and which may occur in lieu of, the Purpose and nothing herein shall prohibit either Party from entering into such transactions.

**10. No Commitment.** Each Party acknowledges that the execution of this Agreement does not in any way constitute a binding commitment on the part of either Party to disclose Confidential Information, enter into, continue or complete negotiations or any transaction with the other Party.

**11. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the Parties with respect to the subject matter of this Agreement. For the purposes of clarity, this Agreement does not supersede or override any of the commercial agreements entered into by the Parties in the ordinary course of business and such agreements shall remain in full effect in accordance with their terms. The confidentiality provisions provided for under this Agreement are intended to be the only confidentiality obligations that apply to the parties in relation to the Confidential Information. Neither Party shall have any legal liability to the other Party in respect of its use of the other Party's Confidential Information otherwise than under this Agreement for breach of this Agreement.

**12. Binding Effect.** This Agreement is binding upon the trustees, receiver, heirs, executors, administrators, successors and permitted assigns of the Parties.

**13. Governing Law.** This Agreement is governed by, and construed in accordance with, the laws and exclusive jurisdiction of the province of Ontario and the laws of Canada applicable therein. Each Party hereby: (i) submits and attorns to the exclusive jurisdiction of the courts of the province of Ontario; and (ii) waives trial by jury.

**14. Interpretation.** The Parties acknowledge that their respective legal counsel has reviewed and participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

**15. Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original. This Agreement will become effective when signed by each Party and delivered to the other Party. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in TIFF or PDF format shall be equally effective as delivery of a manually executed counterpart of this Agreement.

**16. Language.** The Parties have agreed that this Agreement shall be drawn up in English. Les parties ont demandé que cette convention soit rédigée en anglais.

**IN WITNESS WHEREOF** Party 1 and Party 2 have executed this Agreement as of the date first above written.

**DEVOPTEK INC**

**Mark Bisbee**

By:\_\_\_\_\_

Name: Kishore Kumar Varadharajan Kannan

Title:

By:\_\_\_\_\_

Name: Mark Bisbee

Title: