

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between the KapaRide Party and _____, a candidate to gain exposure and test the KapaRide app if selected (the "Second Party"). The KapaRide Party currently includes Kapilan Satkunanathan.

WHEREAS KapaRide Party and the Second Party (the "Parties") have an interest in participating in discussions wherein the KapaRide Party might share and exchange certain information that is non-public, confidential, or proprietary in nature.

NOW THEREFORE, in consideration of said disclosure, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the KapaRide Party and the Second Party agree as follows: In this Confidentiality Agreement,

"Confidential Information" includes any information of whatever nature or form relating to the KapaRide Party or any customer of or supplier or lender to the KapaRide Party regardless of whether the Confidential Information is or was communicated orally, in writing or by electronic transmission and regardless of whether the Confidential Information was created before or after the Effective Date, including, without limitation, information about to the KapaRide Party's employees, business strategies, information, documentation, software (including but not limited to listings thereof and documentation related thereto), processes, experimental process and results, new product developments, prospective products or services, product designs, industrial designs, formulae, technical information, inventions, know-how, discoveries, ideas, concepts, techniques, devices, trademarks, information about unpatented inventions or unpublished patent applications, data file source code, marketing data, customer lists, pricing information, customer purchases, gross profit margins, finance, sales, marketing, vendor and supplier relationships or any other trade secrets and the like.

Confidential Information does not include any information that is (i) generally available to the public in written, electronic or physical form, (ii) was already known to each Party before being received from the other Party (as evidenced by written records that can be provided upon request), (iii) which becomes generally available to the public in the future entirely through the actions of a third party and through no fault or conduct of the Second Party; (iv) was received from an independent third party who had obtained the Confidential Information lawfully and was not in breach of any obligation of secrecy or duty of confidentiality; or (v) is disclosed under requirement of law or court order, provided that the Second Party shall have made a reasonable effort to prevent such disclosure, shall have promptly notified the KapaRide Party of any effort to compel disclosure prior to any such disclosure, and reasonably co-operates and assists with any lawful attempts by the other Party to prevent disclosure and/or to obtain a protective order.

Intellectual Property includes Confidential Information, copyright works, trade-marks, industrial designs, design rights, inventions (whether patentable or not), unpublished patent applications, inventive ideas, discoveries, innovations, developments, or improvements thereto, or any other intellectual property rights relating to any of the foregoing, whether registered or non-registered, whether or not reduced to written form or practice, and including any and all applications, registrations, licenses, sub-licenses, or any other evidence of a right in any of the foregoing.

1. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the KapaRide Party, the Second Party shall, for a period of five (5) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the KapaRide Party and shall protect such Confidential Information with no case

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less than reasonable care. The Second Party being a recipient of Confidential Information disclosed shall promptly notify the KapaRide Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

2. For greater certainty, the Second Party will not:

- i. disclose any of the Confidential Information to any Third Party in any way, except with written consent from the KapaRide Party;
- ii. use the Confidential Information for any purpose;
- iii. reproduce or distribute the Confidential Information;
- iv. obtain any benefit whatsoever from the Confidential Information, without the prior written permission of the KapaRide Party;

3. All Confidential Information disclosed under this Agreement shall be and remain the property of the KapaRide Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Second Party.

4. The Second Party acknowledges that all right, title, and interest in and to the Confidential Information and to will remain the exclusive property of the KapaRide Party throughout the world.

The Second Party acknowledges and confirms that all existing and future intellectual property rights in the Confidential Information or any development or improvement relating to or derived from the Confidential Information (hereinafter the "Improvements") are the exclusive property of the KapaRide Party, regardless of whether it is made by the KapaRide Party, the Second Party or the parties jointly. The Second Party will not apply for or obtain any intellectual property protection in respect of the Confidential Information. All intellectual property rights relating to any drawings, documents and work carried out by the Second Party (whether past, present, or future) using the Confidential Information will belong to the KapaRide Party.

5. The Second Party acknowledges that nothing in this Agreement entitles the Second Party to infringe any intellectual property rights of the KapaRide Party. Nothing in this Agreement shall be deemed to grant to the Second Party a license expressly or by implication under any patent, copyright, or other intellectual property right.

6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

This is the entire agreement of the Parties in relation to the Confidential Information and supersedes any prior agreements, whether oral or written, and excludes any terms, conditions, representations, guarantees, warranties, inducements or other statements in any form specifically included herein. This Confidentiality Agreement may only be amended in writing signed by both Parties. To the extent that a subsequent agreement between the parties reduces or relieves the obligations, duties or responsibilities of the Disclosee as set out herein, the subsequent agreement will be void and subordinate to this Confidentiality Agreement unless the relevant clauses of the subsequent agreement specifically make reference to this Confidentiality Agreement.

7. This Agreement shall remain in effect for a period of five (5) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

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8. No failure or delay by the KapaRide Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.

9. The Second Party acknowledges that disclosure of the Confidential Information or other breach of this Agreement would cause serious and irreparable damage and harm to the KapaRide Party and that remedies at law would be inadequate to protect against breach of this Agreement.

10. If any provision of this Confidentiality Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction from which no appeal lies or is taken, such provision will be modified or severed from this Confidentiality Agreement to the minimum extent necessary so that the balance of this Confidentiality Agreement shall remain in full force and effect and be enforceable. The Parties will thereafter use their respective best efforts to amend this Agreement so that its effect remains as close as possible to the original intent of the Parties.

11. This Agreement is governed exclusively by the law of the Province of Quebec, Canada without regard to any conflict of laws rules of that province which might result in a different law governing the Agreement. The Parties hereby irrevocably attorn to the jurisdiction of the Courts of Quebec to adjudicate all disputes arising directly or indirectly from this Confidentiality Agreement.

12. The use of section numbers and division of this Agreement into sections is for convenience only and will not be used to construe the Agreement or any part of it. The preparation or amendment of this Agreement or any part of it by either party will not be used to construe the Agreement or any part of it.

IN WITNESS WHEREOF:

THE KAPARIDE PARTY

SECOND PARTY

Date: _____

Date: _____

Signature

Signature

Printed Name

Printed Name