

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement (the "Agreement"), dated as of _____, 2022 ("Effective Date") by and between

Quantigo AI Incorporated, having its address at 633 Bay Street Unit # 905, Toronto, ON M5G 2G4 Canada and its affiliates (the "Company"),

and

_____ with an address _____
(the "Recipient").

Purpose for Disclosure ("Business Purpose"): The Company will be disclosing to the Recipient with access certain information for the purpose of performing his/her obligation under a service with the Company or its affiliates.

The Parties hereby agree as follows:

1. During the term of this Agreement, Recipients may receive and otherwise be exposed to Company's or its customers' confidential and/or proprietary information relating to Company's or its customers' business, strategies, and technologies, whether or not stored in any medium (the "Confidential Information"). Confidential Information includes, but not limited to images (simulated, rendered, or real), customers, prospective customers, suppliers, vendors, contractors, employees, systems, procedures, processes, policies, the Company's technology, technical information, copyrights, models, drawings, designs, specifications, architectural plans, design plans, prototypes, computer programs or modules, ideas for computer programs or modules, source code, data (including, but not limited to, classification data, labelling, metadata), classification criteria / approaches, software modules and related documentation, know-how, algorithms, research and development information, trade secrets, business strategies, business opportunities, business plans, financial information, such as pricing and rate information, privileged information, including advice received from professional advisors such as legal counsel and financial advisors, information contained in the Company's manuals, training materials, plans, drawings, designs, specifications and other documents and records belonging to the Company, even if such information has not been labeled or identified as confidential, marketing opportunities and methodologies, as well as contacts, the business and organization of the Company and its business leads and sources of referral, and any other information which is confidential by its nature and proprietary to the Company that is not a matter of public record, such information disclosed in written form, orally, or in the form of magnetic recording or some other machine readable form or acquired by observation.
2. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.
3. Recipient agrees that all Confidential Information disclosed to Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. Recipient will not disclose any Confidential Information to any person or entity, except to those who (i) are required to receive the Confidential Information in order to evaluate or engage in discussions concerning the Business Purpose, (ii) are informed of the confidential nature of the Confidential Information and existence of this Agreement.

4. Recipient agrees to keep the Company's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient shall not make any copies of Company's Confidential Information except as needed for the Business Purpose. Notwithstanding the above, Recipient may disclose certain Confidential Information solely to the extent that such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that Recipient provides Company with prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Company in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.
5. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of Company. Upon Company's request, Recipient will (a) promptly deliver to Company all Confidential Information, without retaining any copies, and (b) promptly destroy analyses, studies, and other documents prepared based on the Confidential Information, without retaining copies.
6. All right title and interest in and to the Confidential Information shall remain with Company or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Company.
7. Recipient agrees that all feedback, advice, recommendations, suggestions, modifications or other ideas provided by Recipient regarding the Confidential Information constitutes the sole property of Company. Recipient further agrees to assign (or cause to be assigned) and does hereby assign fully to Company any intellectual property rights relating thereto, whether such rights arise under federal or provincial intellectual property laws. Recipient hereby agrees and warrants that all feedback, advice, recommendations, suggestions, modifications or other ideas provided by Recipient regarding the Confidential Information shall in no way include the intellectual property of any third party.
8. This Agreement shall continue in full force and effect from the Effective Date and will survive until all Confidential Information becomes publicly known and made generally available through no action or inaction of Recipient.
9. In the event that Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Company shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Company of the request in sufficient time to permit the Company to object to and, if necessary, seek court intervention to prevent the disclosure.
10. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the Province of Ontario, Canada. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Recipient

Signature: _____

Name: _____

Quantigo AI Inc.

Signature: _____

Name: Nasib Ahmed

Title: Founder