**NON-DISCLOSURE AGREEMENT**

Agreement dated July 28, 2017 between Régis Geoffrion, located at 56 des Hirondelles Street, Kirkland, QC (“Disclosing Party”) and BKOM 9082-8773 Québec Inc., located at 825 bld. Lebourgneuf, office 130, QC ("Recipient").

**1. Background.** The parties are engaged in discussions concerning a possible business relationship. In the course of such discussions and negotiations, it is anticipated that Disclosing Party may disclose or deliver to Recipient certain of its confidential or proprietary information for the purpose of enabling Recipient to evaluate the feasibility of the business relationship. The parties have entered into this Agreement in order to assure the confidentiality of such confidential or proprietary information in accordance with the terms of this Agreement.

**2. Proprietary Information.** As used in this Agreement, the term "Proprietary Information" shall mean all confidential or proprietary information of the Disclosing Party which is designated as such by the Disclosing Party prior to or at the time such trade secrets or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient.

**3. Disclosure of Proprietary Information.** The Recipient shall hold in confidence, and shall not disclose (or permit or suffer its employees, agents or representatives to disclose) any Proprietary Information in violation of this Agreement. The Recipient and its employees, agents and representatives shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. The Recipient shall disclose Proprietary Information received by it under this Agreement only to its employees, agents and representatives who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

**4. Limitation on Obligations.**

(a) The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

(i) is generally known to the public or within the industry at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;

(ii) is in the Recipient's possession at the time of the disclosure other than as a result of Recipient's breach of any legal obligation;

(iii) becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information;

(iv) is or has been independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

(v) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

(b) Each party acknowledges that the other is presently involved in evaluating, developing and/or providing products and services directly and through relationships with others that may compete with existing or planned products or services of the other party. Nothing in this Agreement shall restrict either party from pursuing these activities or developing and marketing such products and services in the future, including, but not limited to products and services which may be competitive with those offered by the other party, provided that such future products and services do not involve the use of Proprietary Information in violation of this Agreement.

**5. Ownership of Proprietary Information.** The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of the Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

**6. Return of Documents.** The Recipient shall, upon the termination of this Agreement or the request of the Disclosing Party, return to the Disclosing Party all documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof).

**7. Miscellaneous.**

(a) This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the parties.

(b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(c) This Agreement shall be construed and interpreted in accordance with the laws of the Province of Quebec.

(d) The provisions of this Agreement are necessary for the protection of the business and goodwill of each party and are considered by each party to be reasonable for such purpose. Each party agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

(e) Recipient's confidentiality obligations under this Agreement with respect to specific items of Proprietary Information shall expire five (5) years from the date of disclosure of such item of Proprietary Information under this Agreement**.**

EXECUTED as of the day and year first set forth above.

DISCLOSING PARTY RECIPIENT

Régis Geoffrion BKOM

9082-8773 Québec Inc. dba BKOM

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

Name: Régis Geoffrion Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_