

## NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the "Agreement") is entered into at Quebec, Qc on [Date] (the "Effective Date") between IngeniArts Technologies Inc., a duly constituted corporation having a principal place of business at 1065 Lescarbot street, Québec (Québec) Canada G1N 4N2 and [Name of the Company], a [Company type (corporation, s.e.n.c.r.l., S.E.C., etc.)] having a place of business at [Company Address] (together, the "Parties" and each of them a "Party").

### PREAMBLE

In connection with the evaluation of a potential business arrangement between the Parties and [description of the context in which this agreement will be used] (the "Purpose"), the Parties desire to share and exchange certain information that is non-public, confidential or proprietary in nature.

NOW THEREFORE, in consideration of the above, the preamble being an integral part hereof, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following definitions apply to this Agreement, in addition to the other definitions contained herein:
  - a) "Confidential Information" means business-related information, written or oral, whether or not it is marked, that is not available to the public, that is disclosed or made available by either Party (a "Disclosing Party") to the other Party (a "Receiving Party") or its Representatives, directly or indirectly, through any means of communication or observation and that, if disclosed, could result in harm to the Disclosing Party or could give the Person to whom it is disclosed an advantage. Confidential Information includes, without being limited to (i) information concerning the Disclosing Party's and its affiliates' and their customers', suppliers' and other third parties', past, present and future business affairs including finances, records, budgets, sales, forecasts, products, organizational structure, internal practices and business, marketing, development, sales and other commercial strategies; (ii) unpatented inventions, ideas, methods and discoveries, Trade Secrets, know-how, software programs, unpublished patent applications and other confidential intellectual property; (iii) third-party confidential information (including any Personal Information) included with, or incorporated in, any information provided by the Disclosing Party to the Receiving Party or its Representatives; and (iv) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party's business;

- b) "Personal Information" means information, whatever their form or their support, about an identifiable individual;
  - c) "Representatives" means, as to any person, such person's affiliates, and its and their respective directors, officers, employees, general partners, agents and consultants (including lawyers, financial advisors and accountants); and
  - d) "Trade Secret" means any information, including a formula, pattern, compilation, program, method, technique, process, negotiation position or strategy or any information contained or embodied in a product, device or mechanism that (i) is or may be used in a trade or business; (ii) is not generally known in that trade or business; (iii) has economic value from not being generally known; and (iv) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- 2. The Disclosing Party agrees to exchange and provide access to Confidential Information to the Receiving Party for the Purpose and the Receiving Party hereby agrees to::
  - a) maintain the Disclosing Party's Confidential Information in confidence, use that Confidential Information only for the purposes provided for herein and prevent its use by or disclosure to any person or persons outside its organization;
  - b) only disclose the Disclosing Party's Confidential Information (and then only to the extent necessary) to those of its Representatives who have a need to know for the purpose specified above, it being agreed that the Receiving Party shall then (i) inform such Representatives of the confidential nature of the Confidential Information; and (ii) ensure that such Representatives are subject to confidentiality duties or obligations to it which are not less restrictive than the terms and conditions of this Agreement. The Receiving Party will remain responsible for any breach of this Agreement by any of its Representatives; and
  - c) cooperate with the Disclosing Party in any effort by the Disclosing Party to enforce its rights related to such unauthorized disclosure.
- 3. The foregoing restrictions do not apply to Confidential Information that:
  - a) is lawfully published or is otherwise lawfully in the public domain at the time of its disclosure;
  - b) was known to the Receiving Party prior to disclosure as shown by documentation sufficient to establish such knowledge;
  - c) was lawfully obtained by the Receiving Party from a third party as shown by documentation sufficient to establish the third party's right to make such disclosure and provided that such third party is not bound by a confidentiality agreement with one of the Parties or is not otherwise prohibited from transmitting the Confidential Information to either Party by a contractual, legal or fiduciary obligation;

- d) is disclosed with the prior written approval of the Disclosing Party;
  - e) was independently developed by the Receiving Party, at the time of disclosure as evidenced by written records of the receiving party prior to its receipt of the Confidential Information; or
  - f) becomes part of the public domain without improper means, or breach of this Agreement by the Receiving Party.
4. Notwithstanding the foregoing, nothing herein shall restrict either Party's right to disclose Confidential Information where that disclosure:
- a) is compelled by written order of a judicial, legislative or administrative authority or competent authority of competent jurisdiction;
  - b) is otherwise required by law; or
  - c) is necessary to establish its rights under this Agreement;
- it being agreed that, In each case, the Receiving Party shall first notify the Disclosing Party of that requirement, in order to permit the Disclosing Party to raise an objection thereto if reasonably appropriate, and shall cooperate with the Disclosing Party in limiting the scope of the proposed use or disclosure and obtaining appropriate further means for protecting the confidentiality of the disclosed Confidential Information.
5. The Receiving Party shall protect the Disclosing Party's Confidential Information obtained under this Agreement against accidental and unauthorized disclosure by exercising the same reasonable precautions as it takes to preserve and safeguard its own Confidential Information of like importance but at least the degree of care customarily applied in the industry. Any copies of the Confidential Information made by the Receiving Party shall reproduce the proprietary markings and any other legends contained thereon.
6. The Receiving Party will comply, and will require its Representatives to comply, with all applicable federal, provincial and territorial privacy laws and regulations in the disclosure and use of all Personal Information contained in any Confidential Information disclosed to it by the Disclosing Party.
7. The Disclosing Party represents that to the best of its knowledge and belief it has the right and power to disclose to the Receiving Party such Confidential Information for the purpose stated above.
8. All Confidential Information shall at all times remain the property of the Disclosing Party. When disclosed in writing, the Receiving Party shall keep such Confidential Information in a safe manner until instructed otherwise. All Confidential Information in tangible form is subject to the destruction or return to the Disclosing Party upon demand, including any and all copies thereof.

9. In providing Confidential Information hereunder, neither Party makes any representation, express or implied, as to its adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, nor shall either Party incur any liability or obligation whatsoever by reason of such Confidential Information, except as expressly provided hereunder.
10. Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for, or on behalf of the other Party without the prior consent of the other Party. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or other formal business organization of any kind nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to disclose any Confidential Information, to submit a proposal or perform a contract with the other Party. Neither the execution and delivery of this Agreement nor the delivery of either Party's Confidential Information shall be construed as granting either expressly or by implication or otherwise any right in or license under any patent or patent application or any right of ownership in such Confidential Information.
11. Each Party further acknowledges and agrees that monetary damages may not be a sufficient remedy for any breach of this Agreement by that Party or its Representatives and that, in addition to any other remedies to which it may be entitled (which neither Party waives by the exercise of its rights hereunder), the Party that is not in breach of the Agreement is entitled, without having to prove that it has in fact suffered monetary damages, to seek injunctive relief to protect its rights with respect to the Confidential Information.
12. This Agreement shall come into force on the Effective Date and shall terminate on the date that is two (2) years after the end of discussions or exchanges between the Parties with respect to the Purpose. Notwithstanding the foregoing and notwithstanding any termination of this Agreement for any reason whatsoever, (i) in connection with Confidential Information that constitutes a Trade Secret, the obligations of the Receiving Party shall survive and remain in full force and effect until such Confidential Information no longer constitutes a Trade Secret; and (ii) in connection with any other Confidential Information, the obligations of the Receiving Party shall survive and remain in full force and effect for three (3) years from the date of such expiration or termination.
13. All notices hereunder shall be given by letter or email addressed as follows or such other address as a Party may designate in writing to the other:

IngeniArts Technologies Inc.  
 1065 Lescarbot street  
 Quebec, QC, Canada  
 G1N 4N2  
 legal@ugowork.com

[Name of Company]  
 [Address]  
 [Email]

14. This Agreement is governed by the laws of the Province of Quebec and the laws of Canada applicable therein (without regards to conflicts of law principles). The parties

irrevocably attorn to the exclusive jurisdiction of the courts of Québec (QC) for any actions, suits, litigation or proceedings arising out of or relating to the enforcement of this Agreement.

15. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any prior communication, understanding or agreement between the Parties relating to the purpose of this Agreement. The terms and conditions of this Agreement cannot be modified except by an instrument in writing expressly stating to amend it and signed by each Party's duly authorized Representatives.
16. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
17. This Agreement shall not be assigned by either Party without the other's prior written consent.
18. This Agreement shall be binding upon the Parties hereto, their successors and permitted assigns.
19. The Parties hereto have requested that this Agreement be drafted in the English language. *Les parties aux présentes ont requis que cette convention et l'Annexe ainsi que toutes les présentes et futures confirmations soient rédigées en langue anglaise.*

SIGNED at the place and on the date first mentioned above.

INGENIARTS TECHNOLOGIES  
INC.

[NAME OF COMPANY]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: