



NAME

TITLE

COMPANY NAME

COMPANY STREET ADDRESS

CITY, PROVINCE, COUNTRY POSTAL CODE

ELECTRICAL INTERNAL ACCESS NON-DISCLOSURE AGREEMENT

This AGREEMENT dated DATE (the "Effective Date")

BETWEEN

StrongBó Agritech Canada LTD, located at 61 Tom Street, Hamilton, Ontario, Canada, of one part and

of the other part.

1. AGREEMENT

Preparatory to, at, or arising from StrongBo Agritech Canada Ltd. (the "Disclosing Party") authorizing access to an authorized person (the "Receiving Party") to the internal components of the SB-WCTSC4R00 ("the device"), more particularly, disassembly to gain access to internal printed circuit boards for technical services (the "Purpose"), the parties agree that the Disclosing Party will disclose Confidential Information to the Receiving Party for the sole purpose of receiving said party's technical services with regards to the device. Technical services shall include (i) consulting and engineering support services or (ii) any services performed by a technician for service/repair of the device or (iii) assembly services and manufacturing support services for the device or (iv) any other technical services where the Receiving Party encounters Confidential Information

Said "Confidential Information" shall mean any of the following, whether (i) disclosed by or on behalf of the Disclosing Party to the Receiving Party orally or in writing or (ii) learned by the Receiving Party through observation or examination of any documents, licences, contracts, books, records, data, software, source codes or products of the Disclosing Party or (iii) learned by the Receiving Party through observation or examination of the Disclosing Party's offices, processes or procedures or (iv) otherwise learned by the Receiving Party in any manner except as set forth in section 4 hereof:

- 1.1. any information relating to the products or services of the Disclosing Party in which the Disclosing Party claims a proprietary and/or confidential interest;
- 1.2. all confidential matters of the Disclosing Party including, without limitation, technical know-how, design rights, trade secrets, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, actuarial information, marketing information, market opportunities and other business affairs of the Disclosing Party;
- 1.3. any information of a confidential nature concerning the Disclosing Party's customers, suppliers, employees or consultants; and

- 1.4. any information the Disclosing Party has received from others which the Disclosing Party is obliged to treat as proprietary and/or confidential.

2. CONFIDENTIALITY

The Confidential Information as described shall be treated by the Receiving Party as having been received in confidence, and shall not, without prior written consent of the Disclosing Party, be disclosed to a third party or used for a purpose other than for the specific Purpose noted above. The Receiving Party) agrees to treat the Confidential Information in the strictest confidence and to undertake the following additional obligations with respect thereto:

- 2.1. The Receiving Party shall not, at any time hereafter, without the Disclosing Party's prior written consent: (i) disclose any Confidential Information to any third party or (ii) disclose the existence of any of the Disclosing Party's products or services or any information relating thereto to any third party or (iii) use any Confidential Information except pursuant to and in connection with the Purpose.
- 2.2. The Receiving Party shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Disclosing Party to the Receiving Party except such as are strictly necessary for the Receiving Party's internal communications in connection with the Purpose or as are strictly necessary to accomplish the Purpose. Neither the Receiving Party nor any of its employees or agents shall disclose to any third party or make any public announcement with respect to the Disclosing Party's products or Confidential Information without the prior written consent of the Disclosing Party.

3. EMPLOYEES

The employees, servants or agents of the Receiving Party, shall be informed of its obligations under this Agreement with respect to the Confidential Information and shall agree to be bound by said obligations.

NOTICE

In the event of the Receiving Party, under any applicable law, being required (by oral questions, interrogatories, requests for information or document subpoenas, civil investigative demand, governmental investigations or similar processes) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or demand so that the Disclosing Party may seek an appropriate protective order and/or consider granting a waiver of the Receiving Party's compliance with the provisions of this Agreement.

4. EXCEPTIONS

The obligations of the Receiving Party set out in this Agreement shall not apply to any part of the Confidential Information:

- 4.1. Which at the time of disclosure by the Disclosing Party is, or thereafter becomes through no fault of the Receiving Party, public knowledge; or
- 4.2. which becomes part of the public domain through no fault or action on the part of the Receiving Party; or
- 4.3. which is required to be disclosed by law or court order.

5. SCOPE

This Agreement shall not have the effect of granting the Receiving Party any licence or other rights, except as expressly set forth above. This Agreement constitutes the full and complete agreement on this matter between the parties. Any amendment to this Agreement must be made in writing and such amendments are valid only upon the mutual consent of both parties.

6. DURATION

The obligations of this Agreement shall be in effect for a period of ten (10) years from the effective date of this Agreement.

7. ASSIGNMENT

This Agreement is specific to the parties hereto, their servants or agents and the rights and obligations hereunder may not be assigned in whole or in part by either party without the prior written consent of the other party.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and governed according to the laws of Ireland and shall be subject to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS WHEREOF the parties hereto signed this Agreement or caused this Agreement to be duly executed by their duly authorized representatives.

Micheál McInerney



StrongBó Agritech Canada Ltd.
Managing Director, Co-Founder
+1 (905) 719-7865

NAME

COMPANY

POSITION

PHONE NUMBER