NON-DISCLOSURE AGREEMENT

BETWEEN:

> **ISBERGDATA CORP.**, a corporation incorporated under the laws of Canada, having an office at 6 Inverness Blvd, Winnipeg, Manitoba, R3P 0R8, Canada, Attention: Sadeesh Srinathan, Email Address: ssrinathan@gmail.com
> ("**isbergData**")
>
> <div align="center">--and--</div>
>
> User signing up for all services of **isbergdata.com**

WHEREAS:

A. isbergData and the Recipient wish to enter into discussions for the purpose of considering a potential business/ consulting relationship relating to being a developer and technology support isbergData (the "Purpose").

B. The parties can only properly negotiate the Purpose if there is the disclosure by isbergData of certain Confidential Information (as defined below) relating to phone conversations, emails, documents, processes, and ideas which it is willing to disclose to the Recipient, subject to the terms and conditions of this Agreement, solely for the purpose.

NOW, THEREFORE, in consideration of the agreements of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement:

    (a) **"Confidential Information"** shall mean any and all information, whether disclosed in writing, orally, in machine readable form, through a virtual dataroom or otherwise, of any nature and in any form, and whether or not specifically marked as confidential, including, but not limited to, information gathered by inspection or heard by either the Recipient or its employees, agents or consultants from an inspection of any property, activities or facilities of isbergData, drawings, specifications, data, graphs, notes, studies, charts, models, samples, sketches, business plans, designs, research, research results, formulas, software, source and object code, prototypes, additive manufacturing, trade secrets, the Intellectual Property Rights (as defined below), processes, compositions, techniques, compilations, inventions and discoveries (whether or not patentable), improvements, modifications, ideas, concepts, suggestions, computer programs, documents, know how, flow charts, research and development plans, marketing plans and any other technical, business or financial information, which is developed or disclosed for the Purpose of this Agreement by isbergData, or that the Recipient or its employees, agents or consultants prepare that contain or otherwise reflect a review of any of the information referred to in this Section.

    (b) **"Intellectual Property Rights"** shall mean any industrial or intellectual property rights under the laws of any country, including, but not limited to, rights to any inventions, discoveries, improvements, patents, copyright, trademarks, goodwill, trade secrets, plant breeder rights, industrial designs, proprietary information, compilations, integrated circuit topography, new and useful art, innovations, ideas, conceptions, methods, processes

and compositions, whether registered or not, and any applications or registrations related thereto, and all such other rights which may be recognized under law, equity or otherwise, to protect technical or other creative contributions or expressions.

(c) **"Work Product"** shall mean analysis, information, 3D printing, compilations, data, studies, notes, summaries, drawings, samples, formulas, research, research results, techniques, software, source and object code, processes, specifications, compositions, improvements, modifications, ideas, concepts, inventions, documents, inventions, new and useful art, innovations, ideas, conceptions, formulations, compounds, products, methods, discoveries or manufacture or composition of matter developments.

2. **Purpose.** The parties have entered into this Agreement to permit isbergData to disclose and provide to the Recipient the Confidential Information solely to conduct discussions and negotiations towards the Purpose and the Purpose is intended to mutually benefit each of them under terms that shall protect the confidential nature of the Confidential Information. The Recipient agrees to accept the Confidential Information for the sole purpose of evaluating the commercial potential of the Purpose with isbergData. The Recipient is prohibited from using the Confidential Information for any purpose other than as identified in this Section without first obtaining the prior written consent of isbergData.

3. **Acknowledgments.** The Recipient acknowledges and agrees with isbergData that:

(a) the right to maintain the confidentiality of the Confidential Information constitutes a proprietary right that isbergData is entitled to protect; and

(b) disclosure, publication or dissemination of any Confidential Information by the Recipient, either directly or indirectly, to any third party, including existing or potential competitors of isbergData, or to the general public, would be highly detrimental to the business and economic interests of isbergData.

4. **No Obligation to Disclose.** isbergData may, in its sole discretion, provide any of the Confidential Information to the Recipient as isbergData determines is required for considering the Purpose. Nothing in this Agreement obligates isbergData to make any particular disclosure of the Confidential Information. isbergData may stop providing Confidential Information to the Recipient at any time.

5. **Reproduction.** The Confidential Information shall not be mechanically or electronically copied or otherwise reproduced by the Recipient, including being copied or stored in any retrieval system, without the prior written consent of isbergData, except for such copies as the Recipient may reasonably require for its use pursuant to this Agreement.

6. **Use & Non-Disclosure.** Both during and after the termination or expiration of this Agreement, the Recipient:

(a) covenants to keep the Confidential Information strictly confidential.

(b) shall make no further use of the Confidential Information upon the return or the destruction of the Confidential Information.

(c) shall not nor will it assist any other person, directly or indirectly, at any time, to (1) use for itself or others, or divulge to others, the Confidential Information; and (2) use, publish or sell for its own purposes or for any purpose, other than to carry out its obligations under this Agreement, the Confidential Information.

(d) shall take all steps and do all things necessary to preserve the value, confidential nature and proprietary nature of the Confidential Information and shall ensure that such Confidential Information is not disclosed, published, disseminated, released, transferred or otherwise made available in any form to, for the use or benefit of, any person except as provided in this Agreement, without the prior written consent of isbergData.

(e) shall promptly notify isbergData, in writing, of any use, disclosure, publication, transfer or transmission of the Confidential Information or any part thereof which is not in accordance with the terms of this Agreement.

(f) acknowledges and agrees that, save and except for the purpose of discharging its obligations pursuant to this Agreement and save and except as provided for in this Agreement, it has no right whatsoever to any of the Confidential Information.

(g) shall take all reasonable efforts to prevent any unauthorized, accidental or intentional disclosure, access or use of the Confidential Information and shall take reasonable precautions to protect such Confidential Information, including without limitation, all precautions the Recipient employs with respect to its own confidential materials, to prevent disclosure, improper use or access of the Confidential Information, but in any event, not less than reasonable care.

(h) shall not make copies of any of the Confidential Information for its own purposes or for any purpose other than to enable it to discharge its obligations pursuant to this Agreement.

(i) shall bring all action necessary, at its sole cost, to oppose improper disclosure, use or access of the Confidential Information by the Recipient. The Recipient shall be fully liable for any breach of this Agreement by any of its employees, agents or consultants.

7. **Need to Know.** The Recipient will make the Confidential Information available only to those of its employees, agents or consultants having a "need to know" such information and only for the purpose contemplated under this Agreement. Prior to making any such disclosure, the Recipient shall provide to isbergData a listing of all persons receiving the Confidential Information and shall cause all such employees, agents and consultants to execute non-disclosure agreements or other types of agreements containing substantially similar restrictions, terms and conditions to those contained in this Agreement.

8. **Ownership & IP.** The intent of the parties is not to jointly develop Intellectual Property Rights together or for the Recipient to modify the Confidential Information. However, should either of such situations occur, and notwithstanding any provision of this Agreement:

(a) all right, title and interest, whether at law, in equity or otherwise, in and to the Confidential Information and the Intellectual Property Rights therein shall be and remain the sole exclusive property of isbergData.

(b) all right, title and interest, whether at law, in equity or otherwise, in and to all Work Product developed or prepared by the Recipient or its employees, agents and consultants, containing or based upon, in whole or in part, the Confidential Information, including any Intellectual Property Rights therein, whether before or after the execution of this Agreement, whether or not the Recipient is specifically instructed to prepare or develop the same, shall be and remain the sole exclusive property of isbergData and shall form part of the definition of "Confidential Information" for the purposes of this Agreement.

(c) all right, title and interest, whether at law, in equity or otherwise, in and to all Work Product created jointly by isbergData and the Recipient or its employees, agents and consultants, containing or based upon, in whole or in part, the Confidential Information, including any Intellectual Property Rights therein, whether or not the Recipient is specifically instructed to create the same, shall be and remain the sole exclusive property of isbergData and shall form part of the definition of "Confidential Information" for the purposes of this Agreement.

(d) the Recipient irrevocably assigns and transfers to isbergData and/or shall cause the assignment and transfer over to isbergData of all of its entire right, title and interest, worldwide, in and to any and all Confidential Information of isbergData and any Intellectual Property Rights therein, including the Work Product referred to in this Section and any Intellectual Property Rights therein, without any further remuneration or consideration.

(e) the Recipient agrees to disclose promptly to isbergData any and all Confidential Information of isbergData and any Intellectual Property Rights therein, including the Work Product referred to in this Section and any Intellectual Property Rights therein.

(f) the Recipient waives all of its moral rights (as granted to the Recipient by copyright legislation or otherwise) in the Confidential Information of isbergData and the Intellectual Property Rights therein, including the Work Product referred to in this Section and any Intellectual Property Rights therein.

(g) the parties shall execute and deliver, or cause to be executed and delivered, upon written request, any and all further documents and do all acts and things or cause such acts or things to be performed which may be necessary or desirable to give effect to the terms of this Agreement. At the request of isbergData, the Recipient shall execute, and cause each of its employees, agents and consultants to execute, all documents (including assignments and waivers) and provide any and all information and assistance that isbergData may require, during and after the termination of this Agreement, without further consideration, but without expense to the Recipient, in order to perfect, obtain or protect the rights set out in this Agreement.

9. **Third Parties.** The Recipient shall ensure that all arrangements or agreements it makes with its employees, agents and consultants provide that title to the Confidential Information is and shall be with isbergData.

10. **No Licence.** The Recipient agrees that no rights are granted to the Recipient other than the limited rights to use the Confidential Information on the terms of this Agreement. The disclosure

of Confidential Information hereunder shall not be construed as granting either a license under any Intellectual Property Rights now or in the future or any right of ownership in the Confidential Information.

11. **No Warranties, Representations or Liability.** All Confidential Information is provided "as is", without representation, warranty or guarantee of any kind as to its accuracy, completeness, operability, merchantability, fitness for particular purpose, non-infringement of third party Intellectual Property Rights or any other warranty, express or implied. isbergData shall not be liable for any damages, losses, expenses or claims of loss arising from the use of, or reliance on, the Confidential Information by the Recipient.

12. **Indemnity.** The Recipient shall indemnify and hold harmless isbergData and its affiliates from and against any and all damage, loss, liability, cost or expense (including, without limitation, solicitor's costs on a solicitor and client basis and all other costs of defence) caused in whole or in part by the Recipient's breach of any provision of this Agreement.

13. **Privacy Laws.** The Recipient shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information.

14. **Audit and Inspection.** isbergData shall be entitled to inspect the facilities, records and documents of the Recipient in order to satisfy itself that the Recipient is in compliance with this Agreement. Where the Recipient is shown not to be in compliance with this Agreement, the Recipient shall bear the cost of such audit and inspection. The Recipient shall provide access to such facilities, records and documents during business hours and upon 5 business days' notice by isbergData.

15. **Legally Required Disclosure.** If the Recipient becomes compelled to disclose any Confidential Information pursuant to law, regulation or lawful order or process (collectively, the "Requirements"), the Recipient shall provide isbergData with prompt notice of any such Requirement and shall cooperate with isbergData in seeking to obtain any protective order or other arrangement pursuant to which the Confidential Information is preserved. If such an order or arrangement is not obtained, the Recipient shall disclose only that portion of the Confidential Information as is required pursuant to such Requirements. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

16. **Return.** Upon the request of isbergData or upon the expiration or any termination of this Agreement, the Recipient shall immediately cease all use of and will forthwith deliver to isbergData or destroy, without charge, the Confidential Information, including all copies. In the event of destruction, the Recipient shall certify in writing to isbergData, within five (5) days, that such destruction has been completed and no copies of such Confidential Information have been retained.

17. Information Not Subject to Confidentiality. Confidential Information shall not include information which:

(a) becomes generally available to the public through no fault of the Recipient or breach by the Recipient of any of its obligations of confidence;

(b)   was known to the Recipient prior to receipt from isbergData on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Recipient prior to its receipt from isbergData;

(c)   is independently developed by the Recipient prior to the receipt from isbergData, as documented by written records possessed by the Recipient; or

(d)   becomes available to the Recipient on a non-confidential basis from a source other than isbergData that is not under other obligations of confidence.

18.   **Term.** This Agreement shall commence from the date first written above and shall remain in force, unless terminated in writing by either party in accordance with Section 19, or unless terminated earlier as herein provided.

19.   **Termination.** This Agreement may be terminated by either party for any reason upon ten (10) days notice in writing delivered by one party to the other. Notwithstanding termination of this Agreement, termination shall not affect the rights and obligations arising under this Agreement with respect to indemnification or the Confidential Information disclosed prior to termination and will not relieve either party from any of the obligations which survive any termination for any reason of this Agreement.

20.   **Injunction.** The Recipient agrees that the breach of the provisions of this Agreement by the Recipient shall cause isbergData irreparable harm for which recovery of monetary damages would be inadequate. isbergData shall, therefore, be entitled to obtain timely injunctive relief to protect the rights of isbergData under this Agreement in addition to any and all remedies available at law or in equity. The Recipient agrees that the provisions of this Section are fair and reasonable in the commercial circumstances of this Agreement.

21.   **Entire Understanding.** This Agreement contains the entire understanding between the parties with respect to the safeguarding of the Confidential Information and supersedes all prior communications and understanding with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the parties.

22.   **Governing Law.** This Agreement shall be construed and the legal relationships between the parties determined in accordance with the laws of the Province of Manitoba and the laws of Canada, without regard to conflicts of laws principles, and the parties expressly attorn to the exclusive jurisdiction of the courts of Manitoba for enforcement thereof. Notwithstanding the foregoing, either party may apply to the court in any jurisdiction to obtain injunctive relief and any other available equitable or legal remedy regarding any matter relating to their confidentiality, intellectual property rights or proprietary rights.

23.   **General.** If any provision of this Agreement is declared invalid, illegal or unenforceable by a Court of competent jurisdiction such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect. This Agreement and the rights and obligations hereunder may not be assigned by the Recipient without the prior written consent of isbergData. This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties hereto and, where the context so permits, their respective heirs, executors, legal personal representative, successors and permitted assigns. This Agreement and any amendment may be executed and delivered by the parties in any number of counter

parts, each of which when executed and delivered shall be an original and all of which taken together shall constitute one and the same instrument. No failure or delay by a party in exercising any right hereunder shall operate as a waiver hereof, or shall estop a party from obtaining permanent injunctive relief. No agency, partnership or other relationship is implied or created between the Recipient and isbergData as a result of this Agreement. Neither party shall represent itself as having the authority to act on behalf of or incur any obligation on behalf of the other. A faxed copy or photocopy or a .pdf of this Agreement executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

24. **Other Negotiations.** The Recipient hereby specifically acknowledges that this Agreement shall in no way detract from or limit the power of isbergData to carry on any other negotiations or otherwise deal with its Confidential Information in any manner whatsoever.

25. **Notice.** Any notice required or authorized under this Agreement to be given by either party to the other party shall be in writing and may be delivered in person or by courier, transmitted by facsimile or via email, or sent by prepaid registered mail, and addressed to the addresses described above or such other parties or such other addresses as either party shall notify the other party in writing. Any notice given shall be deemed to be received on the date of delivery by person, by courier or by transmission by facsimile, as the case may be, or on the seventh day from the date of mailing. Any notice sent via email shall be deemed to be received on the date of transmission if confirmation of delivery is obtained and if such notice is also given by courier.

26. **Survival.** Any indemnity or any obligation of confidence under this Agreement is independent and survives termination or expiration of this Agreement. All obligations under this Agreement that necessarily extend beyond termination of this Agreement in order to fully achieve their intended purpose shall survive termination of this Agreement, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, confidentiality provisions, representations, warranties, covenants, limitation of liability provisions, audit provisions, joint and several provisions and ownership provisions.

27. **Joint and Several.** If applicable, all representations, warranties, covenants, obligations and agreements of the Recipient herein are joint and several.

28. **Prior Disclosure.** The Recipient agrees that any Confidential Information which was disclosed or provided to the Recipient by isbergData prior to the Recipient signing this Agreement shall be deemed to be included in and covered by the terms and conditions of this Agreement.