

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (hereinafter, “**this Agreement**”) is made as of thedate last written below,

BETWEEN:

**TROES CORP.**,

a corporation incorporated under the laws of Canada,

and its affiliates, successors and assigns (hereinafter, "**TROES**"),

OF THE FIRST PART,

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

a corporation incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and its affiliates, successors and assigns, (hereinafter, the "**Counterparty**"),

OF THE SECOND PART,

This Nondisclosure Agreement ("Agreement") dated as of \_\_\_\_­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) is entered into by TROES and Counterparty, each of whom may be referred to in this Agreement as a "Party" and all of whom shall be referred to collectively as the "Parties."

**WHEREAS:**

1. Each of TROES and the Counterparty owns or possesses certain information which is non-public, confidential and proprietary in nature, or any one of them;
2. Each of TROES and the Counterparty may disclose Proprietary Information to the other for the purpose of furthering the relationship between them or to advance their mutual interests (collectively, the “**Purposes**”); and
3. Each of TROES and the Counterparty wishes to ensure that the Proprietary Information so disclosed remains strictly confidential and is not used by the other or anyone acting under the other’s authority for any purpose, except in accordance with the terms of this Agreement;

**NOW THEREFORE,** in consideration of the mutual covenants and agreements hereinafter contained and othergood and valuable consideration, the nature, receipt and sufficiency of which is specifically described and acknowledged below, **THE PARTIES AGREE AS FOLLOWS:**

***INTERPRETATION***

1. In this Agreement, “**Proprietary Information**” or “**Information**” means:
   1. products, processes, technical knowledge and methods, information processing systems, plans, drawings, designs, test reports, samples, devices, demonstrations, and software;
   2. business information, financial information, marketing strategies, supplier lists, information relating to suppliers, customer or client lists, information relating to customers or clients, sales techniques, sales policies, pricing, sales data, distribution data and expansion projects;
   3. research, developments, discoveries, experiments, improvements, inventions, ideas, industrial secrets and know-how; and.
   4. proposed trademarks, trade dress, logos, product names for new or potential products and transition plans for new or potential products.
   5. In this Agreement, the expression “**Proprietary Information**” includes not only written information, but information transferred orally, visually, electronically or by any other means of communication, along with all notes, analyses, compilations, studies, interpretations, memoranda and other documents prepared by the Recipient and containing, reflecting or based upon the whole or part of any Proprietary Information received by the Recipient from the Source.
   6. In this Agreement, despite the foregoing provisions, the expression “**Proprietary Information**” does not include any information in respect of which the Recipient can demonstrate that:
      1. at the time of its disclosure or thereafter, the information in question is or becomes part of the public domain by publication or otherwise, other than as a result of an act by the Recipient;
      2. the information in question was lawfully in the Recipient’s possession prior to its receipt of the same information from the Source, and was not acquired, directly or indirectly, under or subject to any term of this Agreement or other obligation of secrecy to the Source;
      3. the information in question became available to the Recipient on a non­-confidential basis from a source other than the Source, provided that the other source is not known by the Recipient, acting reasonably, to be bound by a confidentiality agreement with or other obligation of secrecy to the Source; or
      4. disclosure of the information in question is required by binding law or adjudicative proceeding, subject to the following provisions:
         1. If the Recipient becomes legally compelled to disclose any of the Proprietary Information, the Recipient shall provide the Source with prompt notice of such requirement and in any event, before the information in question is disclosed, so that the Source may seek a protective order or other appropriate remedy, or may waive compliance with the provisions of this Agreement; and
         2. If a protective order or other remedy is not obtained, or the Source waives compliance with the provisions of this Agreement, the Recipient shall disclose only that portion of any Proprietary Information which it is advised in the opinion of counsel that it is legally required to disclose, and the Recipient shall exercise reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the information in question.
2. In this Agreement, “**Recipient**” means whichever Party receives Proprietary Information from the other Party, and includes:
   1. every officer, director, employee, contractor, consultant, advisors or agent hired or engaged by the Recipient.
3. And in this Agreement,

“**Affiliate**” shall mean a corporation, company, division or other entity directly or indirectly owned or controlled by, or under common control of, the same ultimate parent company as Recipient, and shall include the ultimate parent company.

“**Discloser**” or “**Source**” means the Party, or any Affiliates thereof that disclose(s) Proprietary Information to the other Party, or any Affiliates thereof under this Agreement

“**Disclosure Period**” is the time period during which any disclosure of Confidential Information binds the Parties under the terms of this Agreement.

“**Intellectual Property”** means intellectual property of whatever nature and kind, including all foreign and domestic trademarks, trade names, business names, domain names, trading styles, patents, trade secrets, industrial secrets, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, product formulations, codes, processes, processing methods, know how and manuals; and

“**TROES’ Representative**” means the individual who signed this Agreement on behalf of TROES.

***RECIPIENT TO HOLD INFORMATION IN CONFIDENCE***

1. The Recipient agrees to ensure that all Proprietary Information received from the Source shall be maintained in strict confidence. The Recipient shall not use any Proprietary Information received from the Source for any purpose other than in connection with the Purposes set out above, and shall not use or exploit such Proprietary Information for its own benefit or the benefit of a person other than the mutual benefit of the Source and the Recipient.
2. The Recipient shall not disclose or provide, directly or indirectly, any Proprietary Information, to any third party without the Source’s prior written consent. The Recipient shall only permit access to the Proprietary Information by its employees, representatives and agents on a “need-to-know” basis, and such employees shall be deemed to have entered into a binding written agreement, enforceable by the Source, to protect the confidentiality of such Proprietary Information upon terms and conditions which are consistent with those set forth in this Agreement.
3. The Recipient shall not copy or reproduce or undertake any reverse-engineering of the Proprietary Information, in whole or in part, without the Source’s prior, written consent to the specific copying, reproduction or undertaking.

***STANDARDS OF CARE AND DILIGENCE***

1. The Recipient shall protect the confidentiality of the Proprietary Information, with at least the same degree of care as the Recipient normally uses to protect its own confidential information, which in no event shall be less than a reasonable and prudent degree of care. The Recipient shall ensure that separate files shall be maintained with respect to any Proprietary Information that is acquired so that it may be returned to the Source as required by this Agreement or otherwise. In the performance of its obligations under this and any other Agreement, the Recipient shall take all precautions and steps, at its own expense, which may be reasonably requested by the Source in order to protect the Proprietary Information to which this Agreement applies. The precautions and steps to be taken by the Recipient include the bringing of legal proceedings for the preservation of confidentiality of the Proprietary Information as against present or former employees or agents of the Recipient and any entity presently or formerly related to the Recipient. Nothing in this section shall be construed as prohibiting the Source from bringing such legal proceeding at its own expense, in Ontario provided that the same appears to be in the best interests of the Source.
2. The Recipient shall promptly report to the Source any actual or suspected breach of the provisions of this Agreement or any loss of Proprietary Information and shall take all reasonable steps requested by the Source to prevent, control or remedy any such breach or loss.

***OWNERSHIP AND PROPRIETARY RIGHTS***

1. The Source shall remain the exclusive owner of all Proprietary Information that it discloses and any Intellectual Property owned by the Source, along with the proprietary and novel features contained therein. No conveyance of any such rights to the Recipient is granted or implied under this Agreement and no licence is granted to use, possess or exercise any right in relation to Intellectual Property except as expressly permitted by this Agreement. Any benefit of the Recipient’s use of the Proprietary Information and Intellectual Property shall accrue to the benefit of the Source. Proprietary Information which may be transferred by the Source to Recipient does not and shall not constitute any warranty, representation, promise, assurance, guarantee or inducement with respect to the use of any patent, copyright or trade secret of the Source or any third party.

***QUALITY OF INFORMATION NOT ASSURED BY SOURCE***

1. The Source makes no representation or warranty as to the accuracy or completeness of any Proprietary Information and the Source has no obligation to provide Proprietary Information to the Recipient or to enter into any proposed transaction. The Source shall not be obligated to receive or accept disclosure of Proprietary Information from the Recipient or its agents and the Source shall have no liability to the Recipient resulting from the use of the Proprietary Information.

***PROVISIONS AGAINST CIRCUMVENTION***

1. The Counterparty shall not, without the prior written approval of TROES, hire or enter into a contract for the provision or performance of services by any employee, agent or representative of TROES, nor shall the Counterparty, directly or indirectly, induce or attempt to induce or otherwise induce, advise or encourage any employee, agent or representative of TROES to leave or otherwise terminate his, her or its relationship with TROES, for a period of 6 months following the termination of this Agreement.
2. TROES shall not make or permit its representatives to make any statement, public announcement or release to any trade publication or the media, or inform any third party, in relation to the exchange of Proprietary Information with the Counterparty unless:
   1. TROES has given written notice to the Counterparty that TROES intends to do so;
   2. TROES has received the written opinion of a lawyer that the disclosure must be made in order to avoid a violation of law; and
   3. TROES has provided a copy of that opinion to the Counterparty.
3. The Counterparty shall not make any statement, public announcement or release to any trade publication or the media, or inform any third party, in relation to the exchange of Proprietary Information with TROES unless:
   1. the Counterparty has given written notice to TROES that the Counterparty intends to do so;
   2. the Counterparty has received the written opinion of a lawyer that the disclosure must be made in order to avoid a violation of law; and
   3. the Counterparty has provided a copy of that opinion to TROES.
4. Unless the following conditions are met, the Counterparty shall not initiate or maintain, with any director, officer, employee, agent or representative of TROES, any communication regarding TROES’s business, operations, finances or prospects:
   1. the communication passes between the Counterparty and TROES’s Representative, or the Counterparty and such other director, officer, employee, agent or representative as TROES’s Representative may expressly direct; and
   2. the communication is made in the ordinary course of business, for any of the Purposes.

***REMEDIES FOR BREACH***

1. The Recipient shall be responsible to the Source for any disclosure or misuse of Proprietary Information which results from failure to comply with the provisions of this Agreement, and agrees that the Source may be entitled to injunctive relief in addition to any other legal or equitable remedies which may be available in respect of the Recipient's breach of its obligations under this Agreement - cannot assume responsibility for unreasonable costs initiated by others outside of a due process, nor to assume responsibility for ‘all’ costs, damages.

***USE OF INTELLECTUAL PROPERTY***

1. Subject to the terms and conditions of this Agreement and any other agreement which the Source requires to be entered by the Recipient at any time, the Source, acting on its own behalf or on behalf of the owners and licensors of the Source’s Intellectual Property, if any, hereby grants to the Recipient a non­exclusive consent to use the Source’s Intellectual Property for the sole purpose of carrying out its obligations under a written agreement with the Source. Any authorization or consent granted pursuant to this Agreement is granted only for the purpose specified in relation thereto. Nothing in this Agreement is intended to grant the Recipient any property right in the Source's Intellectual Property.
2. The Recipient shall not during the term of this Agreement or at any time thereafter: apply for or seek registration of any word, expression, character, trademark, trade name, or logo (each a “**Mark**”) which is the same as or similar to any mark comprised within the Source's Intellectual Property; represent that it has any right or title to any of the Source's Intellectual Property other than as expressly granted as aforesaid, or assert any proprietary interest therein. For the purposes of this section, the Source may determine, in its sole discretion, the degree of similarity between any mark and a Mark which forms part of the Source's Intellectual Property. Furthermore, nothing in this Agreement entitles the Recipient to use any of the Source's Intellectual Property as part of any corporate, business or trading name or style of the Recipient.

***NOTICES***

1. Every notice given pursuant to or in connection with this Agreement shall be given in writing by registered mail, prepaid mail, facsimile or by e-mail directed to TROES’s Representative or the Counterparty, as the case may be, at the address (or to the fax number or e-mail address) set forth below his or her name on the final page of this Agreement.

***NO WAIVER***

1. No failure or delay by a Party in exercising any right, power, or privilege provided in this Agreement shall operate as a waiver of the right to exercise the right, power or privilege thereafter, nor shall a single or interim exercise of any right, power or privilege provided in this Agreement preclude any further or other exercise of a right, power or privilege provided in this Agreement.

***SEVERABILITY***

1. If any provision of this Agreement is declared invalid by an adjudicative tribunal of competent jurisdiction, the declaration shall not affect the validity of the other provisions of this Agreement, which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

***ASSIGNMENT***

1. This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party and may not be amended or modified except by written Agreement signed by TROES and the Counterparty, except in conjunction with a sale of all or substantially all of the assets or shares of one of them, or in conjunction with a merger or corporate reorganization.

***DISCLOSURE PERIOD***

1. The Disclosure Period for this Agreement shall begin on the Effective Date and shall automatically terminate two (2) years after the Effective Date, unless extended by written agreement of the Parties, or earlier terminated at any time by Discloser by providing thirty (30) days prior written notice to Recipient.

***TERMINATION AND SURVIVAL***

1. The obligations herein in respect of Proprietary Information disclosed by the Discloser to the Recipient prior to termination shall survive the termination of this Agreement and any return of Proprietary Information by the Recipient.
2. Immediately upon demand by the Discloser or upon termination of this Agreement, the Recipient shall return to the Discloser or delete any Proprietary Information previously delivered to the Recipient, whether in digital, hard copy or other form, and all copies and reproductions thereof. Upon request of the Discloser, the Recipient shall provide the Discloser with written certification that all Proprietary Information is returned or re-possessed.
3. “Confidentiality Period” shall mean the time period during which Recipient is required to maintain the obligations of confidentiality and limited use defined in this Agreement. The Confidentiality Period for this Agreement shall be four (4) years after termination of the Disclosure Period

***SUCCESSORS***

1. This Agreement and all the provisions hereof shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and permitted assigns.

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***ACKNOWLEDGEMENT OF CONSIDERATION***

1. TROES makes and enters into this Agreement in consideration of the covenants and agreements herein recorded and acknowledges receipt and the sufficiency of that consideration.
2. The Counterparty makes and enters into this Agreement in consideration of the covenants and agreements herein recorded. The Counterparty acknowledges receipt of the consideration described in this section and that same is good, valuable and sufficient.

**GOVERNING LAW AND DISPUTE RESOLUTION**

1. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada, without regard to ‘conflict of law’ principles in that jurisdiction.

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| **IN WITNESS WHEREOF**, as of the **\_\_\_\_\_** day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2022, TROES and the Counterparty have executed this Agreement: | |
|  | |
| **TROES CORP.** | **Counterparty.** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **NAME: Vienna Zhou, CEO** | **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **TEL #:** 416 606 8819 | TEL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **E­MAIL:**  v.zhou@troescorp.com | E-MAIL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **ADDRESS:** 3600 Steeles Ave. East | ADDRESS: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Markham, Ontario, Canada L3R 9Z7 | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| *I have the authority to bind TROES Corp.* | *I have the authority to bind the Counterparty* |
|  |  |