

## GVE MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This GVE Mutual Non-Disclosure and Confidentiality Agreement (“**Agreement**”) is effective as of the last date of signature of this Agreement (“**Effective Date**”), and is entered into by GVE Global Vision Inc. (“**GlobalVision**”) and the entity signing below (each, individually, a “**Party**” and, collectively, the “**Parties**”).

IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### 1. PURPOSE

- 1.1. **Purpose of Agreement.** During the Term of this Agreement, the Parties may provide Confidential Information (as defined below) to one another for the purpose of discussing, evaluating, negotiating, executing and/or implementing a potential business relationship or transaction among the Parties (“**Purpose**”).

### 2. DEFINITIONS

For the purposes of this Agreement:

- 2.1. “**Affiliate**” of a Party means a Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Party.
- 2.2. “**Confidential Information**” means all non-public, confidential or proprietary information, data, documents, agreements, files and other materials disclosed before, on or after the Effective Date, by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether disclosed orally or disclosed, accessed or otherwise observed in written, electronic or other form or media, and whether marked as “Confidential” or “Proprietary” or would reasonably be considered confidential and/or proprietary, including all analyses, notes, compilations, reports, studies, samples, summaries, interpretations and other documents prepared by or on behalf of the Receiving Party which contain, are based on, are generated or otherwise reflect, to any degree, any of the foregoing. Confidential information includes, without limitation, (i) information of the Disclosing Party, any of its Affiliates or any of its or their respective past, present or prospective customers, suppliers or other third party business affairs, as well as information consisting of or relating to (i) research, development, information systems, technology, designs, specifications, samples, documentation, components, software, software applications, software code, computer chips, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (ii) products, services, organizational structure, internal practices, business operations, plans, strategies, forecasts, customers, suppliers, pricing, financial or other economic information, sales, accounting, engineering, personnel relations, marketing, merchandising, customer and employee data and statistics, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations; (iii) unpatented inventions, ideas, methods, discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; and (iv) the terms and conditions of this Agreement, the nature of the Parties’ business relationship and the Parties’ discussions concerning the Purpose.
- 2.3. “**Control**” means (including the terms “**Controlled by**” or “**under common Control with**”) means direct or indirect: (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of a Person; (ii) power to determine the composition of a majority of a Person’s board of directors or similar management body; or (iii) power otherwise to direct the management of a Person. A Person shall be deemed an Affiliate only so long as such Control exists.
- 2.4. “**Person**” means an individual, corporation, partnership, limited liability company, unlimited liability company, joint venture, governmental authority, unincorporated organization, trust, association, or other entity.

- 2.5. “**Representatives**” means the respective directors, officers, employees, agents, attorneys, accountants or consultants of a Party and/or its Affiliates.

### 3. OBLIGATIONS

- 3.1. **Receiving Party Obligations.** Subject to the terms of this Agreement, the Receiving Party will:

- (i) not disclose the Disclosing Party's Confidential Information to any person or entity, save and except to its authorized Representatives and Affiliates who: (a) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement; and (c) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein;
- (ii) not access, use or disclose the Confidential Information, or permit it to be accessed or used, for any purpose other than for: (a) the Purpose of this Agreement; (b) the exercise of the Receiving Party's rights or the performance of its obligations under and in accordance with this Agreement; and (c) any dispute between the Parties;
- (iii) protect and safeguard the confidentiality and security of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (iv) not access or otherwise use the Confidential Information in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble or decompile the Confidential Information;
- (v) promptly notify the Disclosing Party of any unauthorized use or disclosure of its Confidential Information and take all commercially reasonable steps to retrieve the Confidential Information and prevent any further unauthorized use or disclosure; and
- (vi) ensure its Representatives' and Affiliates' comply with the terms of this Agreement and the Receiving Party will be responsible and liable for any of its Representatives' and Affiliates' breach of such terms.

- 3.2. **Disclosure by Law.** If the Receiving Party or any of its Representatives and/or Affiliates is compelled by applicable laws or by a legal or governmental authority to disclose any of the Disclosing Party's Confidential Information, then, to the extent permitted by applicable laws, the Receiving Party shall: (i) promptly, before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can (at its own expense) seek an injunction, protective order or other remedy or waive its rights under this Agreement; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, protective order or other limitations on disclosure. If the Receiving Party remains required to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other competent authority that such Confidential Information will be afforded confidential treatment.

### 4. EXCEPTIONS TO CONFIDENTIAL INFORMATION

- 4.1. **Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:
- (i) is or becomes generally available to and known by the public other than as a result of its disclosure by the Receiving Party, its Representatives or its Affiliates in violation of this Agreement;
  - (ii) was already known by or in the possession of the Receiving Party prior to the Disclosing Party sharing such information in connection with this Agreement;
  - (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to

- maintain the confidentiality of such information; or
- (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1. **Parties' Representations and Warranties.** Each of the Parties represents and warrants that:
- (i) the performance of its obligations and the disclosure of Confidential Information to the other Party herein does not and will not violate any other contract or obligation to which the Party is a party; and
  - (ii) the performance of its obligations and the disclosure of Confidential Information to the other Party herein will not infringe, violate or misappropriate the intellectual property rights of any third party.
- 5.2. **Compliance with Securities Laws.** Each of the Parties acknowledges that it is aware (and any Representative who receives Confidential Information has or will be advised) that applicable securities laws prohibit any Person with material non-public information about an issuer from purchasing or selling securities of such issuer, or subject to certain limited exceptions, from communicating such information to any other Person. Each Party covenants to refrain from using or communicating material non-public information provided by or on behalf of the other Party in violation of such securities laws.
- 5.3. **No Other Representations or Warranties.** The Parties agree that any Confidential Information provided hereunder is provided "as is". No representation or warranties, express or implied, of any kind are made by the Parties as to the accuracy or completeness of its Confidential Information, and the Disclosing Party and its Representatives will have no liability relating to the Receiving Party or its Representatives' use of the Confidential Information or any errors therein or omissions therefrom.

## 6. RIGHTS, TITLE OR INTEREST TO CONFIDENTIAL INFORMATION

- 6.1. **No Transfer of Rights, Title or Interest.** Each Party hereby retains its entire right, title and interest, including all intellectual property rights and all other rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the other Party or any of its Representatives.

## 7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 7.1. **Return or Destruction of Information.** At any time upon a Party's written request, the other Party shall promptly return or destroy all of the Party's Confidential Information and if destroyed, confirm in writing (email is sufficient) to the Party that such Party's Confidential Information has been destroyed.
- 7.2. **Retention of Information.** Notwithstanding the foregoing, a Party may retain any copies of the other Party's Confidential Information, regardless of whether such copies are in original form:
- (i) included in any materials that document a decision not to proceed with a transaction with the other Party, or otherwise to cease discussions or negotiations with the other Party;
  - (ii) as may be required to comply with any applicable laws, regulation, or regulatory authority to which the Party is subject; or
  - (iii) that are maintained as archive copies on the Party's disaster recovery or information technology backup systems. Such copies will be destroyed upon the normal expiration of the Party's backup files.
- 7.3. **Continuity of Obligations.** The Parties shall continue to be bound by the terms and conditions of this Agreement with respect to such Confidential Information retained in accordance with this Section.

## 8. REMEDIES

- 8.1. **Remedies.** Each Party acknowledges and agrees that monetary damages may not be a sufficient remedy for any breach of this Agreement and that in addition to all other remedies it may be entitled to, the non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or other security. Each Party agrees that it will not oppose the granting of such relief on the basis that the non-breaching Party has an adequate remedy at law.

## 9. TERM AND TERMINATION

- 9.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in force for three (3) years (“**Term**”), unless terminated earlier in accordance with the terms herein or extended by the written agreement of the Parties.
- 9.2. **Termination.** Either Party may terminate this Agreement upon prior written notice of no less than thirty (30) days to the other Party.
- 9.3. **Survival.** Notwithstanding anything to the contrary herein, each Party’s rights and obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of five (5) years from the date of such expiration or termination.
- 9.4. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party’s obligations under this Agreement with respect to any Confidential Information that constitutes a trade secret under any applicable law(s) will continue until the time, if ever, that such Confidential Information ceases to qualify for trade secret protection under such applicable law(s) other than as a result of any act or omission of the Receiving Party or any of its Representatives and/or Affiliates.

## 10. GENERAL

- 10.1. **No Further Obligations.** Neither Party nor any of its Affiliates is under any legal obligation of any kind whatsoever with respect to the Purpose, including any obligation to (i) consummate a transaction; (ii) enter into any business or contractual relationship or investment; (iii) conduct or continue discussions or negotiations; or (iv) enter into or negotiate a definitive agreement. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party with regard to the Purpose or a transaction or investment, to terminate discussions and negotiations at any time and to enter into any agreement with any other Person without notice and at its sole discretion. Nothing in this Agreement prohibits a Party from directly or indirectly engaging in a business activity competitive with the other Party; provided, however, no Party is excused from its obligations of confidentiality and restrictions on use under this Agreement.
- 10.2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the province of Quebec and the federal laws of Canada applicable therein, without reference to its conflict of law principles. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the province of Quebec, for any actions, suits, litigation or proceedings arising out of or relating to the enforcement of this Agreement.
- 10.3. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand, sent by courier or sent by registered mail to the respective offices of the Parties at the addresses set forth below (or to such other address as the Parties may from time to time designate in writing), with written confirmation of receipt; or (ii) on the date sent by facsimile or e-mail, with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

- 10.4. **Assignment.** Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment, delegation or transfer in violation of this Agreement is void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.5. **Amendment; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 10.6. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable by a competent authority in any jurisdiction, then 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, and that term or provision will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.
- 10.7. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous negotiations, understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; provided that nothing in this Agreement supersedes any separate obligations of confidentiality or restrictions on use set forth in any other signed written agreement among the Parties, which obligations and restrictions remain separately enforceable in accordance with their respective terms.
- 10.8. **Execution and Signature Date.** This Agreement shall be binding when the Agreement has been signed once by each of the Parties. Subsequent signatures on additional copies, or the lack thereof, shall not have any impact on the enforceability of this Agreement. Any handwritten changes made to this Agreement (with the exception of the Effective Date when the Effective Date is handwritten onto the Agreement) must be initialed by all Parties in order to be binding on the Parties.
- 10.9. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 10.10. **Language.** It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est de la volonté expresse des Parties à cette entente que cette convention et tous les documents s'y rattachant, y compris les avis et toutes autres communications, soient rédigés et signés en anglais seulement.

**[SIGNING PAGE FOLLOWS]**



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**GVE GLOBAL VISION INC.**

**[LEGAL ENTITY NAME]**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

**Title:**

**Title:**

**Date Signed:**

**Date Signed:**

**Corporate Address:**

16800 Rte. Trans-Canada  
Kirkland, Quebec, H9H 4M7

**Corporate Address:**