

MUTUAL NONDISCLOSURE AND NONUSE OF CONFIDENTIAL INFORMATION AGREEMENT

(Agreement Concerning Exchange or Disclosure of Confidential, Trade Secrets, Private,
Proprietary, Sensitive or Information Presently Unknown to Recipient)

THIS AGREEMENT (“Agreement”) is effective today’s date _____ and executed by and between 2705565 ONTARIO INC., Line of Credit.AI including any and all of his companies, heirs and assigns, (hereinafter collectively referred to as “TZ”) and _____ hereinafter referred to as a the _____ Party on the other hand; the Parties may be referred to herein as either a disclosing party or recipient party, depending on which party is disclosing confidential information, and together may also be referred to collectively as the “Parties.”

DECLARATION OF GOOD FAITH

The parties enter into this agreement in **good faith**, expressly pledging to act at all times, both before and after discussions and disclosures, in **good faith** toward the other party. The parties further acknowledge that despite their best drafting efforts, no contract can comprise all possible or foreseeable events of breach; accordingly, the parties enter into this agreement expressly consenting to the broad construction of its protective terms consistent with the spirit of remedial enforcement of its terms to protect the non-breaching party.

PURPOSE

The spirit of this agreement is that if a party profits from confidential information disclosed by the other party, the parties shall profit together pursuant to future negotiated terms. If recipient of disclosing party’s confidential information otherwise directly or indirectly profits due to disclosure or use of confidential information, or discloses such information to third parties, which the disclosing party did not expressly authorize, such conduct shall be deemed bad faith for which disclosing party shall be entitled to all forms of relief at law and in equity.

RECITALS

A. WHEREAS, the Parties wish to engage in candid communications for the exclusive purpose of evaluating whether to do business together.

B. WHEREAS, to assure that the parties have access to adequate information to perform their desired amount of due diligence for the exclusive purpose of determining whether to do business together, the parties agree to share confidential, trade secret, private, proprietary, sensitive or other information that the other party presently does not know and could not learn *but for* the disclosing party disclosing such information (collectively “confidential” information).

C. WHEREAS, to ratify the pledge of good faith to each other, each party promises not to disclose, use or appropriate to the recipient’s benefit (financial or other) or to the discloser’s detriment (financial or other) any confidential information disclosed between them.

D. WHEREAS, whether or not parties decide to do business together in any way, all inclusive, parties pledge to indefinitely and forever keep secret and to themselves any confidential information disclosed by the other party; and

E. WHEREAS, prior to disclosing any confidential information concerning certain business, financial, strategic, technical and/or other information, the parties desire to insure that each of them will not use such information to enter into direct competition with the other, or provide such confidential information to third parties which could in any way invoke the proscriptions contained **Recital C**, the same being an act of express bad faith.

NOW THEREFORE, in consideration of the foregoing Recitals which are material terms of this Agreement, the premises, the mutual promises, covenants, representations, and warranties contained in this Agreement, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

IDENTIFICATION OF CONFIDENTIAL INFORMATION

All parties to receive confidential information represent that they are not unauthorized or disqualified from receiving such information, expressly representing that they are not identified on the OFAC list of prohibited persons (search may be conducted on the following address):

<https://sanctionssearch.ofac.treas.gov>¹

1. **Confidential Information.** Confidential and proprietary information includes, without limitation, the parties' financial conditions and resources, business relationships, strategies and methods of operation, financing conditions, structures, terms and strategies, marketing plans and strategies, cost and pricing strategies and structures, compensation arrangements, names of and affinity or goodwill associated with various service providers, vendors and contractors, operating plans and related matters, customer lists, development plans, projections, intended lenders or

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This Sanctions List Search application ("Sanctions List Search") is designed to facilitate the use of the Specially Designated Nationals and Blocked Persons list ("SDN List") and all other sanctions lists administered by OFAC, including the Foreign Sanctions Evaders List, the List of Persons Identified as Blocked Solely Pursuant to E.O. 13599, the Non-SDN Iran Sanctions Act List, the Part 561 list, the Sectoral Sanctions Identifications List and the Non-SDN Palestinian Legislative Council List. Given the number of lists that now reside in the Sanctions List Search tool, it is strongly recommended that users pay close attention to the program codes associated with each returned record. These program codes indicate how a true hit on a returned value should be treated. The Sanctions List Search tool uses approximate string matching to identify possible matches between word or character strings as entered into Sanctions List Search, and any name or name component as it appears on the SDN List and/or the various other sanctions lists. Sanctions List Search has a slider-bar that may be used to set a threshold (i.e., a confidence rating) for the closeness of any potential match returned as a result of a user's search. Sanctions List Search will detect certain misspellings or other incorrectly entered text, and will return near, or proximate, matches, based on the confidence rating set by the user via the slider-bar. OFAC does not provide recommendations with regard to the appropriateness of any specific confidence rating. Sanctions List Search is one tool offered to assist users in utilizing the SDN List and/or the various other sanctions lists; use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The use of Sanctions List Search does not limit any criminal or civil liability for any act undertaken as a result of, or in reliance on, such use.

financiers, contractors and counterparties, and other similar information or information formulated from said information, all inclusive, including intellectual property and all other information shared by one party that was unknown to the other prior to disclosure, collectively “Confidential Information.” Confidential Information is contemplated to include trade secrets, but also other information that is not characterized as trade secrets. Confidential and proprietary information may exist, and may be delivered or disclosed in any form or format, including in documents, verbally, or electronically via emails, text messages, voicemails, emojis, *etc.* Confidential and proprietary information **does not** need to be marked “confidential,” “proprietary,” “trade secret” or otherwise in order to be protected by and subject to this agreement. All confidential information provided by one party to the other (including information provided before the date of this agreement) shall be deemed to be confidential and proprietary and treated as such, **except for only the following** (Attached Appendix if necessary):

2. **Dealings to date.** The parties acknowledge that their discussions and negotiations have been on-going, and that they may have already provided confidential information or otherwise sensitive non-confidential information to one another. The parties intend that all information provided by either party, even if provided prior to the date of this agreement, shall be subject to the terms and conditions of this agreement; and furthermore, that this agreement shall have retroactive effect to protect all previously provided confidential information and all sensitive non-confidential information. In that event, the parties each represent that they have maintained the confidentiality of all such information and have not disclosed or used such information in any manner inconsistent with the spirit, terms and conditions of this agreement. If the foregoing representation is not true and accurate, the party for whom it is not true will immediately make a written disclosure of any non-conforming use or disclosure to the other party here or in the attached Appendix: None, or _____

ARTICLE 2 TERMS AND CONDITIONS OF CONFIDENTIALITY

The parties acknowledge that the time and expense incurred by each of them in developing their confidential information is valuable to them respectively and that its disclosure, misuse or misappropriation may cause the disclosing party irreparable harm. In consideration of the parties’ disclosures, the parties acknowledge the intrinsic value of being granted access to such confidential information and the potential business opportunity disclosing party affords to recipient party, in addition the attendant risks to disclosing party should recipient party disclose this information to any person whom disclosing party does not expressly authorize to receive such disclosure. *Unauthorized person* shall mean anyone to whom confidential information is shared prior to disclosing party providing its advance express written permission before any such disclosure. For any unauthorized disclosure, recipient party agrees to value of liquidated damages in paragraph 4 below; parties otherwise hereby further agree as follows:

1. **Best Efforts.** Each of the parties agrees and pledges to keep confidential all Confidential Information disclosed to it by the other party or parties; parties promise to use best

efforts to ensure that such Confidential Information will not be transmitted to any unauthorized third parties or made public without first obtaining disclosing party's express written consent; disclosing party will grant such permission only upon third party's execution of its own Agreement with the parties, which terms shall expressly include Recipient and authorized third party's agreement to joint and several liability for breach by either Recipient or authorized third party/ies.

2. **Good Faith and Golden Rule.** In protecting Confidential Information shared, each of the parties agrees to use the same practices and procedures to protect the confidentiality of the disclosing party's confidential information as they would use to protect their own such information; and in any event, using not less than reasonable care and effort as required by the circumstances and current events, such as using password protected or encrypted electronic communications, attachments and the like. The parties shall only use the confidential information of the other in connection with their discussions and negotiations concerning the identified potential transactions and business opportunities with one another, and not for any other purpose that would or could have the effect of excluding the disclosing party from benefit or subjecting the disclosing party to detriment or disadvantage, whether financial or otherwise. Further, this clause acts as each parties' express consent to invoke **equitable** considerations, in addition to rights and causes of action **at law**, to protect the party harmed by the unauthorized disclosure or use of information the disclosing party shared with the recipient party.

3. **Confidentiality operationally.** The foregoing obligations not to disclose or make any use of the Confidential Information shall remain in effect and extend for an indefinite period. However, the obligation of confidentiality will not apply to any confidential information, (a) which is now or which becomes public knowledge through no fault, act or omission of Recipient; or (b) which was already known to Recipient before disclosing party's disclosure to Recipient. The only way Recipient shall prove prior or existing knowledge is as follows:

- a. As soon as disclosing party discloses information disclosing party believes to be confidential, but that Recipient already knows, Recipient shall immediately interrupt disclosing party or otherwise declare and identify the confidential information known to Recipient, pursuant to which Recipient shall simultaneously or as soon as agreed to between disclosing party and Recipient, produce information or documents positively proving Recipient's existing knowledge.
- b. Recipient waives any defense or right to declare prior or existing knowledge should Recipient fail to fully adhere to the terms in (a) immediately upon disclosing party's disclosure of information to Recipient that disclosing party believes to be confidential at the time disclosing party discloses it.
- c. **Exception.** In the event that Recipient or any Receiving Party is requested by a governmental entity or required by applicable law to disclose any of the Information, the Recipient will, to the extent not prohibited by law, notify the disclosing party promptly so that the disclosing party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the disclosing party does not waive compliance with the terms of this Agreement, the

Recipient or the Receiving Party, as the case may be, may disclose the required or requested Information to such governmental entity or pursuant to applicable law so long as it (i) provides the disclosing party with a list of any Information that it intends to disclose, (ii) cooperates with the disclosing party, at the disclosing party's expense, to the extent the disclosing party may seek to limit such disclosure, (iii) furnishes only that portion of the Information which it is advised by counsel is required to be disclosed, and (iv) cooperates with the disclosing party's efforts, at the disclosing party's expense, to obtain reliable assurance that confidential treatment will be accorded the Information.

4. **Remedy for breach.** Should Recipient breach such provisions and disclosing party proves the same by a preponderance of the evidence as determined by a neutral fact finder or court of law, Recipient agrees to compensate disclosing party a Liquidated Damages sum of 900 million, plus attorneys' fees, costs and expenses associated with disclosing party's enforcement of Agreement for each incidence of unauthorized disclosure, breach or failure to act in good faith.

LIQUIDATED DAMAGES. Parties enter into this Agreement to disclose information in good faith. To assure Recipients remain faithful to that spirit, in the event Recipient or Recipient's affiliates, associates or assigns or their affiliates are determined to have violated the terms of the confidentiality provisions set forth herein, Recipient shall be subject to liability to pay harmed and complaining Party liquidated damages in the amount of \$ 900 million for the first violation, and \$800 million for each violation thereafter. The Parties have computed and agreed upon this sum as an attempt to make a reasonable forecast of the probable actual loss because of the difficulty of estimating with exactness the damages which will result from any violation of the Agreement's terms of confidentiality. The Parties agree that this amount is not a "penalty" for violating terms of Confidentiality. The Parties further agree that liquidated damages in the amount of \$900 million for the first violation, and \$800 million for each subsequent violation of Confidentiality is a fair and reasonable amount that would compensate the party not in violation of the Confidentiality provisions for damages sustained thereby. In arriving at this stipulated amount of liquidated damages, the Parties have considered, among other factors, the potential difficulty that the Parties would have in negotiating future contracts with other companies and individuals if the information disclosed pursuant to this Agreement were to be released to non-parties, as well as the risk of litigation if the information disclosed pursuant to this Agreement were to be released to non-authorized- parties. Each Party further agrees they are responsible for any violation of the Confidentiality Provisions by any affiliate of any Party as if they themselves violated such provisions.

4. **Return or Destruction of Disclosed Information.** The parties shall return to the disclosing party or destroy all confidential information and all sensitive non-confidential information delivered to them in the course of the parties' negotiations and discussions, within thirty (30) days after the later of: the closing of any transaction mutually agreed to by the parties, the decision by either party not to proceed with a transaction, or the recipient's receipt of disclosing party's written request for the return of its information, which upon disclosing party's approval, may also be destroyed as long as recipient party tenders proof satisfactory to the disclosing party

that all said disclosed confidential information is effectively destroyed and unusable to the recipient or any third party.

ARTICLE 3 NON-COMPETE AND NON-CIRCUMVENTION

1. **Non-circumvention of disclosing party.** Recipient shall not in any way, directly or indirectly, for its own account or for the benefit or account of any third party, compete with disclosing party with respect to the matters and opportunities contemplated by the parties interactions pursuant to which the parties have disclosed such confidential information. More specifically, “Competing” shall mean recipient’s soliciting or contacting persons that disclosing party introduces to recipient party, if the purpose, occasion or intended or eventual result of such contact is recipient party’s circumventing and excluding the disclosing party, to do business with disclosing party’s business relationship whom recipient party would not have known about **but for** disclosing party’s introduction, affinity, goodwill or otherwise prior relationship and introduction to recipient party. Such conduct by recipient party would be objective bad faith and in violation of the spirit and express terms of this Agreement, subjecting recipient party to the liquidated damages identified in Article 2, paragraph 4. Since the protective provisions of this Agreement are agreed to be remedial, **doing business with** a person or business relationship disclosed to recipient party by disclosing party shall be broadly construed to mean any commercial transaction or relationship that results in financial or other benefit to recipient party, which shall at one and the same time be deemed to be to the disclosing party’s detriment for which liquidated damages shall be due. Such prohibition shall be effective for five years, beginning on the date the parties either consummate a business transaction together or from the date recipient party receives disclosing party’s written request for the return of its confidential information as referenced in Article 2, paragraph 5. Five years is commercially reasonable because each Party is successful in its own right and will continue to be successful with its existing business relationships whether or not the parties reach terms to do business together.

2. **Non-Intervention or Interference.** Recipient shall not in any way, knowingly or negligently, take any action, permit another to take any action or by omission cause detriment to recipient’s interests in any expressly identified projects, investments or opportunities which recipient and disclosing party identify, or define and agree to in their contract(s), or in which disclosing party and recipient agree in writing to participate.

3. **No solicitation.** Recipient is prohibited from and shall not, directly or indirectly, contact, call on, solicit or service any present or future disclosing party relationship in order to induce or attempt to induce such person to do business with recipient or to cease doing business with disclosing party or any person or entity disclosed to Recipient by disclosing party, or in any way interfere with disclosing party’s business relationships including making any negative statements or unflattering communications about disclosing party or disclosing party’s affiliates (hereinafter collectively referred to as “Solicit(ation)” or “Soliciting”).

4. **Remedy for Solicitation of Disclosing Party’s Business Relationships.** Should Recipient solicit disclosing party’s business relationships, Recipient acknowledges any such violation of this clause would be extremely harmful to disclosing party and other professionals

doing business with disclosing party; therefore, to discourage Recipient from such illegal activity or from engaging in any efficient breach calculation, Recipient hereby authorizes disclosing party to take extraordinary measures to prevent any violation or stop any continued violation of this clause by seeking injunctive relief against Recipient in Courts in Toronto Canada. Further, Recipient expressly agrees that Recipient shall owe disclosing party and any affected party, a liquidated damages amount calculated in Article 2, paragraph 4. Finally, this remedy shall be nonexclusive as Recipient acknowledges that soliciting a business relationship of disclosing party or other affected professionals referenced herein would subject Recipient to those professionals' own individual claims for loss and damages against Recipient. Any aggrieved party shall be entitled to an injunction or specific performance (without necessity of posting any bond, and without necessity of proving that disclosing party will suffer irreparable harm if the injunction or order does not issue, and without having to prove the absence of an adequate remedy at law) restricting or prohibiting recipient party from such breach or continuing any such breach or violation these terms of confidentiality and non-solicitation.

5. Recipient's Non-Disclosure Covenant. Disclosing party, pursuant to the terms of this Agreement and in good faith, intends to share Confidential Non-Public Information related to its business relationships, including disclosing party's intellectual property. Unauthorized disclosure of any such information would be a serious violation of the trust disclosing party places in Recipient to receive such information, which in addition to other claims, would expressly constitute a breach of Recipient's fiduciary duty to disclosing party since disclosing party will disclose information to Recipient that Recipient could not learn elsewhere. Accordingly, during and after the term of this Agreement, Recipient shall not communicate, divulge, disclose or use any of disclosing party's confidential information to or on behalf of any person or entity, except as designated or authorized in writing by disclosing party. This obligation shall apply with respect to any such item until such item ceases to be secret or confidential. Such item shall not cease to be confidential or secret due to Recipient's conduct, violation or breach of this provision. Recipient acknowledges any such violation of this clause could be extremely harmful to disclosing party; Recipient hereby agrees to indemnify and hold harmless disclosing party for any and all damages, fines, penalties, loss or other negative consequences or repercussions associated with or resulting from Recipient's actions. Recipient also expressly authorizes disclosing party to take extraordinary measures to prevent any violation or stop any continued violation of this clause by seeking injunctive relief against Buyer in Toronto Court.

6. Effect of Provision. To any extent any court rewrites, by blue pencil doctrine or otherwise, or rules or orders any material provision of this non-solicitation covenant as commercially unreasonable or not enforceable, Recipient acknowledges that the terms of this covenant shall nonetheless provide the basis for disclosing party's asserting illegality of Recipient's conduct to support disclosing party's claim against Recipient for tortious interference with contract and disclosing party's prospective economic advantage related to Recipient's conduct and breach of these provisions.

ARTICLE 4
ADDITIONAL PROVISIONS

1. **Binding Agreement.** This Agreement, including the Recitals or *Whereas* clauses which are material terms to this Agreement, is and shall be binding upon and shall inure to the benefit of the predecessors, subsidiaries, successors, assigns, parties, agents, officers, employees, associates, legal representatives, heirs, executives, and/or administrators of all Parties.

2. **Merger.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it as it replaces and supersedes all prior or contemporaneous agreements, representations, and understandings of and between the Parties.

3. **No Draftsman Construction.** The language used in this Agreement is chosen jointly by the Parties to express their mutual intent and no rule of construction will be applied against any Party, including any rule of draftsmanship. The Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. Except as expressly limited by this paragraph, all the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity. The term “including” as used in this Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

4. **Severability.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given full force and effect without the invalid provision or application, and therefore, the provisions of this Agreement are declared to be severable.

5. **Transactions.** It is understood and agreed that this Agreement creates no obligation to enter into any transaction or any agreement relating to a transaction. Until the execution and delivery of a definitive agreement with respect to a transaction, neither party shall have any obligation to enter into a transaction.

6. **Attorneys’ Fees.** In the event of litigation relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs. The Parties shall each bear their own costs and attorneys’ fees incurred in connection with the preparation of this Agreement.

7. **Background Check.** By signing this agreement, both parties are allowed to conduct reasonable background or credit check on each other as deemed necessary.

8. **Forum Selection (Toronto).** This Agreement is governed by the laws of the State of Toronto and the United States of America; there are no understandings, agreements, licenses, or representations, express or implied, between the parties which are not specified herein.

Amendment, Modification and Waiver. The terms of this Agreement may not be changed, amended, altered, or modified except by a subsequent Agreement making reference to this

Agreement and stating with specificity those changes, alterations or modifications. No supplements, modifications, or amendments of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any of the other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by all parties the waiver affects. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement and the disclosure of confidential information are hereby merged into, replaced by and superseded by this Agreement.

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IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below.

**2705565 ONTARIO INC., Line of
Credit.ai, and any and all of his
companies, heirs and assigns.**



Address: 170 The Donway West. 6A. Suite 1403.

Toronto, Ontario, Canada. M3C 2E8

Company Name: 2705565 ONTARIO INC.,

Line of Credit.ai, and any and all of his companies

Printed Name: Mohsen Taimour Zaman

Title: CEO

_____, and any and all
of companies, heirs and assigns.

Date: _____

Address: _____

Company Name: _____

Printed Name: _____

Title: _____