

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated as of the 19th day of June 2020,

BETWEEN

PDC TRANSACTION PARTNERS LLC

(herein referred to as the “Recipient”)

AND

EADIE TECHNOLOGIES INC.

(herein referred to as “Eadie”)

WHEREAS:

- A. PDC Transaction Partners LLC is a corporation incorporated pursuant to the laws of the State of California and has offices situate at Suite 200- 4 Park Plaza, Irvine, CA, 92614.
- B. Eadie is a corporation incorporated pursuant to the laws of the Province of Nova Scotia and has offices situate at Suite 309 – 1344 Summer Street, Halifax, Nova Scotia, B3H OA8.
- C. Certain proprietary and confidential information and trade secrets of Eadie will be disclosed to the Recipient and certain proprietary and confidential information and trade secrets of the Recipient will be disclosed to Eadie for the sole purpose of evaluating a potential business arrangement between Eadie and the Recipient .
- D. The parties can only properly negotiate such a business arrangement if there is disclosure between the parties of “Confidential Information” which is more fully defined in paragraph 1.
- E. As a result, the parties wish to define their rights with respect to the said Confidential Information and to protect the rights of Eadie and its affiliates to such Confidential Information.

NOW THEREFORE in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) it is hereby agreed as follows:

1. DEFINITIONS

As used in this Agreement, in any amendment hereof, in any documents to be executed and delivered pursuant to this Agreement and in any documents executed and delivered in connection with the completion of any activities contemplated herein, the following words and phrases shall have the following meanings respectively:

- a) “Confidential Information” means material in the possession of Eadie or the Recipient which are not generally available to or used by others or the utility or value of

which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, including, without limitation, all Business Information, Computer Software and Technology, including know-how and trade secrets, whether patent-able, copyright-able or not, which is acquired or developed by or on behalf of Eadie or the Recipient, as the case may be, from time to time.

- (b) "Business Information" means all
- (i) financial, business and personal data relating to Eadie or the Recipient, as the case may be;
 - ii) business and marketing plans, trade secrets, strategies and methods which are not standard industry practice, or which are not generally known in the industry, and
 - (iii) studies, charts, plans, tables and compilations of business and industrial information acquired or prepared by or on behalf of Eadie or the Recipient, as the case may be.
- (c) "Computer Software" means:
- (i) all sets of statements or instructions, in either human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ("Computer Programs");
 - (ii) any report format, design or drawing produced by the Computer Programs, and
 - (iii) all documentation, design specifications and charts, and operating procedures which support the Computer Programs.
- (d) "Technology" means all scientific and technical information or material pertaining to any machine, appliance or process, including specifications, proposals, models, designs, formulae, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how.

2. LIMITATIONS ON CONFIDENTIAL INFORMATION

The Confidential Information shall not include and the neither party shall have any obligations with respect to any Business Information, Computer Software or Technology which:

- (a) is disclosed to either party by a third party who is acting independently and at arm's length from the Recipient or Eadie, as the case may be, and without knowledge of the contents of this agreement and who acquires and delivers the information lawfully and without breach of any agreement, patent or copyright owned by Eadie or the Recipient;
- (b) has been, is being or will be developed by the Recipient or Eadie independently of the Confidential Information gained pursuant to this agreement, but only in circumstances whereby either party can provide to the other party, on

demand, evidence of the independence of such development which would be in a form and of a nature acceptable to a Canadian court of law, or

(c) is already in the public domain or becomes so, other than through a breach of this agreement.

The burden of proving that any of the foregoing exclusions in this paragraph 2 apply shall be on the party asserting that the exclusion applies.

3. TERM

(1) The term of this agreement shall be for a period of ten years, commencing on the date first written above. The obligations of non-disclosure set out in paragraph 4 below shall survive the termination of this Agreement.

(2) The Recipient hereby agrees that any information which falls within the definition of Confidential Information and which was disclosed or provided to the Recipient by Eadie or an agent or an affiliate or officer or director of Eadie or by Dr. Brennan D. Eadie prior to the Recipient's signing of this agreement, shall be deemed to be included in and covered by the terms and conditions of this agreement.

4. NON-DISCLOSURE

(1) Except as Eadie may otherwise consent in writing, the Recipient shall not use other than for benefit of Eadie and not directly or indirectly publish or otherwise disclose at any time (except as the Recipient's duties for Eadie require) either during or subsequent to the Recipient's review thereof, any of Eadie's Confidential Information. All Confidential Information of Eadie shall be deemed to be delivered in confidence to the Recipient.

(2) Except as the Recipient may otherwise consent in writing, Eadie shall not use other than for the benefit of the Recipient and not directly or indirectly publish or otherwise disclose at any time (except as Eadie's duties for the Recipient require) either during or subsequent to Eadie's review thereof, any of the Recipient's Confidential Information. All Confidential Information of the Recipient shall be deemed to be delivered in confidence to Eadie.

5. COPIES AND DISTRIBUTION

The Confidential Information shall not be mechanically or electronically copied or otherwise reproduced by either party without the express written permission of the other party, except for such copies as either party may reasonably require for its use pursuant to this agreement. In addition, the parties mutually agree that they shall not sell, assign, sublicense or part with possession of or otherwise transfer or dispose of the Confidential Information or any copies thereof of the other party, except as expressly provided in this Agreement. Neither party shall copy, alter, modify, disassemble, reverse engineer or decompile any of the software or other materials provided to it by the other party, whether provided in written or other tangible form, without the prior written consent of the other party.

6. OWNERSHIP

The parties hereby acknowledge and agree that, as between themselves, each party shall remain the sole owner of all right, title and interest in its Confidential Information, including, but not limited to any and all rights in copyright, patent, trade secret and trade mark, and the Confidential Information and all copies thereof which are supplied by either party to the other party shall be held in trust by the party receiving the Confidential Information for the benefit of the other party.

7. RETURN OF CONFIDENTIAL INFORMATION

The parties shall deliver to each other promptly upon request or on the date of termination of the Recipient's work for Eadie or on the date of termination of Eadie's work for the Recipient, as the case may be, all documents, videos or electronic or digital information or materials including all software and hardware and all copies thereof and other materials in the party's possession or under its power or control pertaining to the business of the other party, including, but not limited to, Confidential Information of the other party, and thereafter shall promptly return such documents, videos or electronic or digital information or materials and copies thereof pertaining to the business of the other party and originating with the other party. In the alternative, if so directed by the other party, the party shall destroy such Confidential Information, documents, videos or electronic or digital information or materials and other materials of the other party and copies thereof and shall furnish proof of such destruction to the reasonable satisfaction of the other party.

8. SCOPE OF AGREEMENT

(1) Neither party hereunder shall acquire by virtue of this Agreement any right, capacity or power to act as an agent for the other or to bind the other to any other person, firm, or corporation, except as is necessary to carry out the purpose and intent of this Agreement.

(2) Both parties hereby specifically acknowledges that this Agreement shall in no way detract from or limit the power of the other party to carry on any other negotiations or otherwise deal with its Confidential Information in any manner whatsoever.

(3) The provision of the Confidential Information by either party to the other party shall be at the sole discretion of each party and nothing in this Agreement shall obligate either party to disclose, or grant access to any particular Confidential Information to the other party.

9. REPRESENTATIONS

(1) Eadie hereby represents and warrants that it has all such rights and powers as are necessary for it to enter into this Agreement and to disclose its Confidential Information to the Recipient as contemplated by this Agreement.

(2) The Recipient represents and warrants that it is not now a party to and agrees not to enter into any agreement, business relationship or to incur any obligations which may be in conflict with this agreement.

(3) The Recipient hereby represents and warrants that it has all such rights and powers as are necessary for it to enter into this Agreement and to disclose its Confidential Information to Eadie as contemplated by this Agreement.

(4) Eadie represents and warrants that it is not now a party to and agrees not to enter into any agreement, business relationship or to incur any obligations which may be in conflict with this Agreement.

10. INDEMNIFICATION

(1) The parties hereby agree to save each other harmless for any and all losses, expenses, costs, including legal costs, and damages resulting directly or indirectly from the actions of:

- (a) the officers, employees and agents of the party;
- (b) the officers, employees and agents of the parent corporation or any affiliate or subsidiary corporation of the party, or
- (c) any third party who obtains access to the Confidential Information of the other party either on or off the party's premises as a result of the party's negligence or its failure to comply with the terms of this Agreement.

(2) This indemnification shall survive the termination of this Agreement and shall not detract in any way from any other rights or remedy which the party may have under this Agreement or otherwise in law or in equity.

11. INJUNCTIVE RELIEF

The parties hereby acknowledge that the Confidential Information of each party has been developed or obtained by the investment of significant time, effort and expense, and expressly agree that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information would cause the other party irreparable harm for which damages would not be an adequate remedy and, therefore, each party hereby agrees that, in the event of any breach of this Agreement, the innocent party shall have the right to seek injunctive relief against the continuing or further breach by the other party, without the necessity of proof of actual damages.

This right to seek injunctive relief without necessity of proof of damage shall be in addition to any other right which the innocent party may have under this Agreement or otherwise in law or in equity.

12. AGREEMENT IS NON-ASSIGNABLE

This Agreement shall not be assignable by either party, and neither party shall delegate its duties hereunder, without the prior written consent of the other party, which consent may be granted or denied in the sole discretion of the other party.

13. ENUREMENT

This Agreement shall ensure to the benefit of and shall be binding upon each party and their respective directors, officers, employees, trustees and permitted assigns.

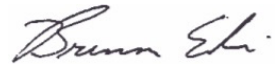
IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first written above.

EXECUTED AND DELIVERED BY
PDC Transaction Partners LLC by its
undersigned authorized signatory(s):

Authorised Signatory

Authorised Signatory

EXECUTED AND DELIVERED BY
Eadie Technologies Inc. by its authorized
signatory:



Authorized Signatory –
