

NON-DISCLOSURE AGREEMENT

Toronto, Canada, 2019

This non-disclosure and confidentiality agreement (hereinafter the "Agreement") is made, entered into, and effective as of the date written above by and between ICEBERG ANALYTICS INC., registered address: 155, University Ave. Suite 300, Toronto, Ontario, Canada represented by Vice-President Alexander Martynov, and , _____ (the "Participant") hereinafter jointly referred to as the "Parties".

For valuable consideration including the ability for the Participant to participate in the hackathon event (the "Event"), the Parties hereby agree as follows:

1. For purpose of the Agreement, the term "Confidential Information" shall mean all information, including without limitation conversations, documents, data (whether or not portions of which are redacted), reports, interpretations, notes, graphics, opinions, forecast and any and all other records, financial statements, agreements, contracts, know-how, inventories, projections, customer names, customer requirements, materials, details, programs, software, specifications, techniques, properties, methods, manufacturing processes, marketing and sales methods and techniques, employee lists and information regarding employees such as work habits, skills, and areas of expertise, products and services, as well as future and proposed products and services, and other data, or any combination thereof, whether or not Iceberg is the owner of such Confidential information, which is disclosed to the Participant by Iceberg, designated by Iceberg as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in a writing delivered to the Participant within thirty (30) days after such time whether or not economic value may be obtained from its disclosure or use by others.

The term Confidential Information shall not apply to information which:

(a) was in the public domain or generally available to the public prior to receipt thereof by the Participant from Iceberg, or which subsequently becomes part of the public domain or generally available to the public before any wrongful act of the Participant or an employee or agent of the Participant;

(b) (I) was in the possession of the Participant without breach of any obligation hereunder to Iceberg prior to receipt from Iceberg or is later received by the Participant from a third Party, unless the Participant knows or has reason to know of an obligation of secrecy of the third party to Iceberg with respect to such information; or (II) is developed by the Participant independently of such information received from Iceberg; or

(c) has previously been disclosed by Iceberg to third parties without obligation of secrecy.

Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed by a Participant to the extent required by law, provided that the Participant notifies Iceberg prior to such disclosure so as to afford Iceberg a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.

2. The Participant shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of Iceberg.

3. The Participant shall not, without the prior written approval of Iceberg, use for its own benefit other than in connection with its consideration, analysis and negotiation of any signatures of the Parties contract, agreement or other relationship between Iceberg and the Participant, nor publish or otherwise disclose to others, or permit any use by others for their benefit or to the detriment of Iceberg, any of



the Confidential information. Any publications or research papers using all or any part of the Confidential Information must site Iceberg as the source of such information and shall only be published with the prior written approval of Iceberg.

4. The Participant shall carefully restrict access to the Confidential Information received from Iceberg to those of its officers, directors, employees, partners, professional advisors and business associates, who clearly need such access in order to participate in the Event. The Participant further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to this paragraph that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Iceberg, any of the Confidential Information.

5. All codes, models and work that is produced during the Event by the Participant using the Confidential Information shall belong to Iceberg together with any updates or modifications to the code/models created by the Applicant during the Event or at any time thereafter. The Participant undertakes and agrees to take all such actions as reasonably requested by Iceberg to give effect to the provisions of this Agreement.

6. The Participant shall take all the necessary actions to protect the confidentiality of the Confidential Information, except for its disclosure pursuant to paragraph 4 above, and hereby agrees to indemnify Iceberg against any and all losses, damages, claims or expenses incurred or suffered by Iceberg as a result of the Participant's breach of this Agreement.

7. The Participant shall not solicit the employment of, or the termination of employment with Iceberg, of any employee, officer, or director of Iceberg. The Participant shall not use any of the confidential information of Iceberg to compete with the business of Iceberg.

8. The Participant understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information or the solicitation of any employees, officers or directors of Iceberg in violation of this Agreement shall constitute unfair competition and may cause Iceberg irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Iceberg shall have the right to apply, without the need to post bond, to a court of competent jurisdiction for an order restraining any such violation and for such other relief as Iceberg shall deem appropriate. The right of Iceberg to demand to stop a violation of this Agreement is to be in addition to the remedies otherwise available to Iceberg at law or in equity.

9. The Participant shall return to Iceberg any and all records, notes, and other written, printed, or tangible materials containing the Confidential Information immediately following the conclusion of the Event or upon the written request of Iceberg; provided, however, that any failure by Iceberg to request the return of such materials shall not affect the duties of the Participant as provided for in this Agreement.

10. This Agreement shall continue in full force and effect until modified by a subsequent written agreement executed by the Parties hereto.

11. This Agreement and the Participant's obligations hereunder shall be binding on the representatives, assigns, and successors of the Participant and shall inure to the benefit of the assigns and successors of Iceberg.

12. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees.



13. This Agreement constitutes the sole understanding of the parties about the subject matter hereof and may not be amended or modified except in written agreement signed by each of the Parties.

14. This Agreement shall not be construed to grant either party any patent license, know-how license, any other intellectual property right or any other rights except as specifically provided herein.

15. Except as specifically provided herein Iceberg makes no warranty, expressed or implied, with respect to information supplied hereunder.

Witness the signatures of the parties hereto the day and year first written below.

This Agreement has been agreed and has been executed as of the day and year first written below.

Signatures of the Parties:

ICEBERG ANALYTICS INC.

Registered address: 155, University Ave. Suite 300, Toronto, Ontario, Canada

Vice-President

Alexander Martynov

(signature)



Party 2

(signature)