

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

1 INTRODUCTION

This Confidentiality and Non-Circumvention agreement ("**Agreement**") sets out the terms for utilizing the online Platform and services provided by Alzare Technologies Inc. ("**Alzare Technologies, we, us, our**"). This Agreement is applicable to both you the Professional, service provider or Vendor ("**Professional, Vendor, you, your**"), who provide services or products on the Alzare Platform, and you the Customer or Client ("**Customer, Client**"), who purchases services or products on the Alzare Platform, web applications, and other products of Alzare Technologies connected thereto (collectively "**Platform**"). You agree that the terms contained herein are reasonable and hereby agree to these terms. This Agreement is hereby through this reference construed as a part of our Terms provided on the Platform.

2 CONFIDENTIALITY TERMS

Confidential Information means business, technical, non-technical, inventions, technologies, financial, operational, administrative, marketing, economic, trade secrets, know-how, techniques, processes, design details, software, concepts, product samples, marketing materials, business plans, projections, internal economics, geologic and geoscience data, engineering and scientific data, proprietary information of any nature belonging to either Client (defined below), Alzare Technologies, their affiliates, subsidiaries, and other information, whether in written, oral, visual, electronic or other form, as well as the existence of this agreement, and the status of discussions and negotiations, including the proposed terms of any agreement, between the Parties.

To enable safe, voluntary, and neutral discussions and contributions towards provision of services or products on the Alzare Technologies Platform, both Professionals and Clients agree to the following obligations of confidentiality and non-circumvention, with respect to Information received through participation and to the resulting intellectual property of contributions made:

- 2.1 You agree to confidentiality and non-circumvention regarding the work you receive, the results of the work, reports you prepare, assets you learn about and evaluate, identity of parties involved in the work, requesting the work and receiving results of the work, the valuation, etc. Thus, the assets, the projects, the services, the sales, the reports, and the entire process on and through the platform overall will be kept strictly confidential by you. To facilitate and maintain this non-circumvention, confidentiality, and the work, all communications will be conducted through the platform. You agree not to carry out any communications or transactions with the platform's clients and users outside the platform, otherwise you will be subject to punitive measures which may extend from temporary Account bans or suspensions, permanent Account termination and other remedies available to us by law.
- 2.2 To maintain all Information in confidence, using the same degree of care the Professional uses to protect its own proprietary information of like importance, but in no event less than a reasonable degree of care. Information disclosed shall be kept confidential to Professionals or Vendors only.
- 2.3 To disclose Information only to its employees and agents of the Professional with a need to know and to require each such employee or agent to comply with the confidentiality terms set out in this Agreement.
- 2.4 That the provisions set out in this confidentiality shall not apply to Information which:
 - 2.4.1 Is or becomes a part of the public domain.

- 2.4.2 Is demonstrably known to the Professional or Vendor prior to disclosure.
 - 2.4.3 Was independently developed by the Professional outside of this Agreement.
 - 2.4.4 Was rightfully obtained by the Professional from third parties with no obligation of confidentiality.
- 2.5 It is expressly agreed that the identities of any individual(s) or entity and any other third parties (including, without limitation: properties, data, projects, assets, sellers, buyers, brokers, potential customers, clients, business partners, investors, capital sources, and their Affiliates), (hereinafter "**Client**") discussed and made available by the Platform or the Disclosing Party to the Professional with respect to any related business opportunity shall constitute Confidential Information. Upon the exchange of the Confidential Information, neither Professional, Recipient, nor its Representatives will make any attempt, whatsoever, to utilize any of the Confidential Information for its purposes or the purposes of any third party, to compete, seek to by-pass, circumvent, or avoid Alzare Technologies, or the disclosing party to provide products, propose services, or enter into other business combinations with or for such Client and/or such Client project.
- 2.6 The Professional or Recipient, or its Affiliates shall and shall cause its Affiliates to return or destroy upon demand, all documents or other materials (including, but not limited to, data, assets, any notes, analysis or memoranda prepared by Professional, Recipient or its Affiliates) containing any Confidential Information, together with all copies thereof, and use reasonable commercial efforts to erase all Confidential Information from electronic devices, except as for archiving purposes. In the event that Professional, Recipient or any of its Affiliates becomes legally compelled to disclose any Confidential Information, if so, advised by its legal counsel, it shall give prompt

notice to Alzare Technologies or Discloser, shall not oppose any appropriate remedy to prevent such disclosure, and shall limit such disclosure to that which its counsel advises is required by law to be disclosed.

- 2.7 That the obligations of confidentiality and non-circumvention set out in this agreement shall be a continuing obligation.
- 2.8 The invalidity or unenforceability of any provision of this Agreement shall not impair or affect the validity or enforceability of any other provision of this Agreement.
- 2.9 That the Information received by the Professional is deemed the property of Client and shall be returned to Client upon request.
- 2.10 That the Information contributed by the Professional and the resulting submitted reports, reviews, or services provided are deemed the intellectual property of the Client.
- 2.11 None of the professionals own an interest in the properties they evaluate, or in the services they provide, and their compensation is not dependent on the results obtained or provided.
- 2.12 That Professional or Vendor meets the requirements regarding qualifications, expertise, independence, objectivity, competence, and confidentiality for providing such services and products.