Confidentiality and Intellectual Property Agreement

In consideration of the engagement by the undersigned (the “**Participant**”) as examiner, platform tester, or product tester of <\*> (the “**Corporation**”), the undersigned agrees and covenants as follows:

1. Engagement with the Corporation as examiner, platform tester, or product tester (“**Engagement**”) has given or will give the Participant access to confidential information of the Corporation, “**Confidential Information**”, and includes confidential information in any form or format, whether or not marked as confidential which is disclosed or otherwise furnished by the Corporation in the context of the Engagement. Confidential Information includes but is not limited to information, data, documents, software, platform, agreements, files and other materials regarding or concerning the Corporation or. Confidential Information does not include information that (i) is or becomes public other than through a breach of this Agreement or (ii) is known to the Participant prior to disclosure by the Corporation as demonstrated by written records.

2. As referred to herein, the “**Business of the Corporation**” shall relate to the business of the Corporation as the same is determined by the board of directors of the Corporation from time to time and includes <provide a brief description of the Business of the Corporation> ***[Note for Company : The description of your business should be high-level. It should include a general description of the technology you are asked BETA testers to test. Examples: The business of the Corporation consists in the development and commercialization of web and mobile applications in the field of education // The business of the Corporation consists in the development of augmented reality video games, including the game called Pandemix, an immersive and interactive experience where players have to navigate in a post-pandemic world.]***.

3. All intellectual property, including all inventions, discoveries, improvements, technology, ideas, processes, trade secrets, computer programs, know-how, designs, formulae, copyrightable works, semi-conductor chip or mask works and any other confidential materials, information and instructions, technical or otherwise, and any and all derivative work thereof, whether or not patentable or copyrightable or subject to other forms of protection (i) solely or jointly conceived or developed, or reduced to practice, or caused to be conceived or developed, or reduced to practice by the Participant during the course of the Participant’s Engagement with the Corporation (whether or not actually conceived during regular business hours) and (ii) related to the Business of the Corporation, including its products or services (collectively, “**Intellectual Property**”), shall be disclosed in writing promptly by the Participant to the Corporation and are hereby assigned and transferred by the Participant to the Corporation as of the moment of their creation or development (where the Corporation is not by law the first owner of the Intellectual Property) and are the sole and exclusive property of the Corporation. Any Intellectual Property shall be deemed related to the Business of the Corporation if (i) it was made with the Corporation’s equipment, supplies, facilities, or Confidential Information, (ii) results from work performed or services rendered by the Participant for the Corporation, including work performed prior to the incorporation of the Corporation, or (iii) pertains to the current business or demonstrably anticipated research or development work of the Corporation. The Participant hereby waives and renounces, in favor of the Corporation, any and all moral rights the Participant has or may have with respect to any Intellectual Property.

4. The Participant (i) recognizes and agrees that all Confidential Information is the property of the Corporation; and (ii) shall, both during and after the Participant’s Engagement with the Corporation, keep all Confidential Information and Intellectual Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Corporation. The Participant may, however, disclose Confidential Information which is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Corporation of such requirement in sufficient time to allow the Corporation to avoid such disclosure by the Participant.

 The Participant shall return to the Corporation or destroy, as directed by the Corporation, Confidential Information and Intellectual Property upon request by the Corporation at any time. The Participant shall certify, by way of affidavit or statutory declaration that all such Confidential Information and Intellectual Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Corporation’s premises for the purpose of making any unauthorized use whatsoever of any intellectual property or confidential information of any third party, including without limitation any trade-marks, trade secrets or copyrighted works, during the course of the Participant’s Engagement with the Corporation.

6. Both during and after the Engagement, the Participant agrees to cooperate with the Corporation and its attorneys in the preparation of any patent, copyright or other intellectual property application for Intellectual Property and, upon request, shall promptly sign all instruments and agreements and perform any action to further ensure the assignment of all such Intellectual Property to the Corporation or to prosecute applications, including patent applications, relating to Intellectual Property or to defend the rights of the Corporation in the Intellectual Property, the whole at no cost to the Corporation. The decision to file for patent, copyright or other intellectual property protection or to maintain Intellectual Property as a trade secret shall be in the sole discretion of the Corporation and the Participant shall be bound by such decision.

7. The Participant agrees that the Participant will, if requested from time to time by the Corporation, execute such further reasonable agreements as to confidentiality and proprietary rights as the Corporation’s customers or suppliers reasonably require to protect confidential information or Intellectual Property, the whole at no cost to the Corporation.

8. The Participant has not entered into, and the Participant agrees that he will not enter into, any agreement either written or oral in conflict herewith. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Participant’s Engagement with the Corporation, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraphs.

9. The Participant agrees that the Participant’s sole and exclusive remedy for any breach of this Agreement by the Corporation will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Intellectual Property.

10. The Participant acknowledges that the work performed or services provided by the Participant to the Corporation under this Agreement are unique. The Participant further agrees that irreparable harm will be suffered by the Corporation in the event of the Participant’s breach or threatened breach of any of his or her obligations under this Agreement, and that the Corporation will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a provisional, interlocutory or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Corporation shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Corporation.

11. This Agreement and any written amendment thereto, shall constitute the entire Agreement between the Parties and supersedes all other agreements, oral or written, concerning the subject matter hereof.

12. This Agreement is governed by the laws of the Province of Quebec and the parties agree to the exclusive jurisdiction of the courts of the Province of Quebec, district of Montreal in relation to this Agreement. Notwithstanding the foregoing, the Corporation may proceed in any jurisdiction to enforce its rights hereunder.

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

14. The Participant acknowledges that: (i) the Participant has had sufficient time to review this Agreement; (ii) the Participant has read and understands the terms of this Agreement; and (iii) the Participant has had the opportunity to receive independent legal advice concerning the interpretation and effect of this Agreement.

15. This Agreement is drawn up in English at the request of all parties. *Les parties aux présentes on expressément convenu que ce contrat soit rédigé en anglais*.

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**IN WITNESS WHEREOF** the Corporation and the Participant have caused this Agreement to be executed.

**<\*> Participant**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_