

MUTUAL NON-DISCLOSURE AGREEMENT

ProShield Leak Detection Inc. x CK Condominium Consultants LTD x Opcelerate Neural Inc.

Governing law: Province of Alberta and federal laws of Canada | Venue: Edmonton | Court of King's Bench of Alberta

Parties: Opcelerate Neural Inc. (Alberta corporation), 5.14 41 RR 210, Sherwood Park, AB T8G 1G3 (Provider); and ProShield Leak Detection Inc. and CK Condominium Consultants LTD (Client, jointly and severally). Currency: CAD.

1. PURPOSE

Capture ownership engagement and related commercial discussions for businesses in Alberta/Canada. Each Party may disclose Confidential Information for that Purpose only.

2. CONFIDENTIAL INFORMATION

Includes business, technical, financial, research (including Edmonton condo research), and personal information under Alberta PIPA (S.A. 2003, c. P-6.5) and, where applicable, PIPEDA (S.C. 2000, c. 5).

3. OBLIGATIONS

Recipient shall hold in confidence; use only for Purpose; use reasonable care; limit need-to-know access; not reverse engineer; notify of unauthorized disclosure; handle personal information per PIPA.

4. EXCLUSIONS

Public information; prior known; independent development; lawful third-party receipt; written approval.

5. COMPELLED DISCLOSURE

Prompt notice where legally permitted; disclose only what is required; seek confidential treatment.

6. TERM / SURVIVAL / RETURN

Term 2 years. Survival: 5 years general; trade secrets indefinitely while trade secrets. Return/destroy within 15 days on request (archival/legal hold exception).

7. NO LICENCE / NO DEAL OBLIGATION

No IP licence. No obligation to complete Capture or pay fees solely by signing this NDA.

8. REMEDIES

Injunctive relief available from Court of King's Bench of Alberta without security requirement, plus other remedies. Cumulative.

9. GOVERNING LAW / VENUE / DISPUTES

Laws of Alberta and federal laws of Canada. Exclusive attornment to courts of Alberta sitting in Edmonton. Negotiation 30 days; mediation Edmonton; arbitration under Arbitration Act R.S.A. 2000, c. A-43 (seat Edmonton) or litigation. Injunctive relief available anytime.

10. GENERAL

Entire agreement on confidentiality; severability; assignment with consent (successor exception); notices in writing (email OK); Electronic Transactions Act S.A. 2001, c. E-5.5 for e-signatures; counterparts; English language clause; joint Client parties; no partnership.

Effective Date: _____

Opcelerate Neural Inc. (Provider)

Signature: _____

Name / Title: _____

Date: _____

ProShield Leak Detection Inc. (Client)

Signature: _____

Name / Title: _____

Date: _____

CK Condominium Consultants LTD (Client)

Signature: _____

Name / Title: _____

Date: _____

Commercial Alberta form. Not legal advice. Have qualified Alberta counsel review if a formal opinion is required.