

Riipen Non Disclosure Agreement

This Non Disclosure Agreement (this “**Agreement**”) is entered into by **Riipen Networks Inc.** (“**Riipen**”), a company incorporated under the laws of British Columbia, Canada, with a principal place of business at 1200-555 West Hastings Street, Vancouver, BC, V6B 4N6, and the undersigned company or individual (“**Company**”).

This Agreement is **pre-signed by Riipen**, requires **no effective date**, and becomes binding upon the Company’s acceptance (including electronic acceptance) in connection with its participation on the Riipen platform.

1. Context and Program

This Agreement applies solely in connection with the following program on the Riipen platform (the “**Program**”):

Program Name: Riipen’s Level UP

The Company is participating in the Program and may upload, access, or receive documents, files, data, or other materials through the Riipen platform in connection with the Program.

2. Confidential Information

For the purposes of this Agreement, “**Confidential Information**” means all documents, files, data, materials, links to external data, and information of any kind that are uploaded to, generated within, or exchanged through the Company’s project on the Riipen platform in connection with the Program, including:

- information, documents, or materials provided by the Company;
- information, documents, or materials created or uploaded by learners participating in the Program; and
- any analyses, summaries, outputs, or derivatives of the foregoing.

Confidential Information may be in written, electronic, visual, or other form.

3. Riipen Confidentiality Obligations

Riipen agrees that it shall:

- (a) maintain the Confidential Information in confidence using a reasonable standard of care no less protective than that used to protect its own confidential information of a similar nature;
- (b) use the Confidential Information solely for the purpose of operating, administering, meeting qualification of, and supporting the Program on the Riipen platform;
- (c) not disclose the Confidential Information to any third party except as permitted under this Agreement.

4. Permitted Disclosures

Riipen may disclose Confidential Information only:

- (a) to its employees, contractors, and service providers who have a legitimate need to know such information for the purposes described in Section 3 and who are bound by confidentiality obligations no less protective than those set out herein;
- (b) where required by applicable law, regulation, or court order, provided that Riipen gives the Company reasonable notice of such requirement where legally permitted.

5. Exclusions

Confidential Information does not include information that Riipen can demonstrate:

- (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to Riipen prior to its disclosure through the Riipen platform; (c) is lawfully obtained by Riipen from a third party without breach of any confidentiality obligation; or (d) is independently developed by Riipen without use of or reference to the Confidential Information.

6. Term

Riipen's confidentiality obligations under this Agreement shall apply during the Company's participation in the Program and shall continue for **three (3) years** following the completion or termination of the Program.

7. No Transfer of Rights

All Confidential Information remains the property of the Company or the applicable learner, as between the parties. Nothing in this Agreement grants Riipen any ownership interest or license in the Confidential Information except as necessary to operate the Riipen platform and administer the Program.

8. Disclaimer

The Company acknowledges that Riipen does not review, verify, or warrant the accuracy, completeness, or quality of any Confidential Information uploaded to the Riipen platform by the Company or by learners.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

10. Entire Agreement

This Agreement constitutes the entire agreement between Riipen and the Company with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings relating to confidentiality in connection with the Program.

11. Acceptance and Execution

This Agreement is **pre-executed by Riipen** and is binding upon the Company upon acceptance through the Riipen platform or by execution below.

RIIPEN NETWORKS INC.

By: 

Name: Jordan Ell

Title: Chief Technology Officer & Data Privacy Officer
