

CONFIDENTIALITY AGREEMENT 2022

THIS CONFIDENTIALITY AGREEMENT (the "**Agreement**") made and entered into this 1st day of January 2022, by and between **Biosecurity Technology, INC** (the "**Company**"), and the undersigned recipient ("**Recipient**").

RECITALS

WHEREAS, Recipient is interested in developing an ongoing business relationship with Company and desires to obtain certain information about the Company and its business for the purpose of determining whether to proceed with the potential relationship (the "**Permitted Use**");

WHEREAS, as a condition of providing information about Company and its business to Recipient, Recipient has agreed to enter into a confidentiality agreement setting forth the parties' agreement herein with respect to the disclosure of documents and information in connection with the Permitted Use.

NOW, THEREFORE, in consideration of the above recitals and the terms, conditions and obligations hereinafter set forth, and intending to be legally bound hereby, the parties do covenant and mutually agree as follows:

1. **Definitions.** "**Confidential Information**" shall mean any and all information, documentation and data furnished or made available to Recipient, directly or indirectly, by Company and its agents, whether such information has been directly prepared by Company or any of its representatives or by a third party. Confidential Information shall include, without limitation, all information furnished about Company, its sanitizing and filtration products business (the "**Business**") or relating to the ownership and operation of such Business and its related assets, and specifically including, to the extent disclosed, all financial statements and notes thereto, general information about the Business, business plans or projections, reports, studies and summaries, business practices and methods, and information concerning the facilities or operations of the Business, intellectual property, including inventions, prototypes, designs, diagrams, schematics and blueprints, product capabilities, business contracts, and customer lists. Such information may be in written, oral, electronic or other form, and shall be subject to the treatment described herein whether or not it is expressly labeled or identified in any particular fashion.

2. **Incorporation of Confidential Information in Other Documents.** In the event that Confidential Information is incorporated into or reflected in other documents, such other documents shall be deemed Confidential Information subject to the terms of this Agreement.

3. **Use of Information.** Recipient shall use the Confidential Information provided hereunder only for the Permitted Use. Recipient shall not use the Confidential Information received hereunder for any other purpose or in any manner detrimental to Company or its Business.

4. **Non-Disclosure.** Subject to Section 6, Recipient shall maintain the Confidential Information received hereunder as proprietary and confidential and take all affirmative measures reasonably necessary to safeguard and protect it against disclosure beyond that disclosure

permitted herein. Without the prior written consent of Company, Recipient shall not disclose or divulge in any fashion or to any person the Confidential Information, in whole or in part; provided, however, the Confidential Information may be disclosed, as the case may be, to Recipient's employees or agents (including without limitation consultants and financial advisors, herein collectively "**representatives**"), as have a need to know such Confidential Information in connection with the Permitted Use, and who are informed by Recipient of the confidential nature of the Confidential Information and who shall agree (in writing, if so requested) to act in accordance with the terms and conditions of this Agreement. Recipient will be responsible for the compliance with the provisions of this Agreement by any person receiving Confidential Information through Recipient. Recipient shall not copy the Confidential Information for any purpose other than for the purposes set forth herein.

5. **Exceptions to Confidentiality Obligations.** Nothing in this Agreement shall affect the right of Recipient to use or disclose the Confidential Information or any part thereof which (i) is or may hereafter be in the public domain through no breach of this Agreement or any other agreement contemplated herein; (ii) is disclosed to Recipient or the general public by some third party or entity in rightful possession of the Confidential Information and such disclosure violates no confidentiality obligations to Company in such disclosure; or (iii) is subsequently disclosed to the general public by Company. Nothing in this Agreement shall be construed as granting or implying any right to use the Confidential Information, or as permitting Recipient or any third party, to obtain the right to use any portion of the Confidential Information, that may become publicly known through any improper act or omission.

6. **Legally Required Disclosure.** If Recipient becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information received hereunder, Recipient shall provide Company with prompt and detailed written notice thereof so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Company waives compliance with the provisions of this Agreement, then the Confidential Information at issue may be disclosed without violation of this Agreement as legally required; provided that Recipient shall furnish only that Confidential Information which is legally required. Recipient upon such disclosure, shall also, at its expense, exercise all necessary efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

7. **Term of Agreement.** This Agreement shall be effective as of the date hereof and shall remain in effect for a period of two years after, the return or destruction of the Confidential Information. Notwithstanding the foregoing, the nondisclosure and non-use obligations hereunder shall survive the termination of this Agreement.

8. **Return or Destruction of Confidential Information.** Recipient shall return to Company any and all of the Confidential Information delivered hereunder including any document containing Confidential Information, upon written request of Company or upon determination by Recipient not to further pursue the use thereof in connection with the Permitted Use, whichever first occurs. Such return shall be not only of all such original documents in Recipient's possession or in the possession of its representatives or in the possession of any potential buyers, but also of any copies or excerpts thereof and any other documents generated by Recipient, or its representatives incorporating such Confidential Information. The return of the documents shall be at the sole cost and expense of Recipient and shall be completed within ten (10) days after request. At the election of Company, or in the case of any materials

prepared by Recipient which include any portion of the Confidential Information, in lieu of returning such Confidential Information, Recipient may upon the consent of Company destroy the Confidential Information, including all excerpts and copies. Within ten (10) days following the request for a return or destruction of the Confidential Information, Recipient also agrees to provide to Company with evidence that such return or destruction has been completed. Recipient's obligations to return or destroy the Confidential Information shall, unless otherwise agreed by Company, include any and all parts of the Confidential Information distributed to any other party involved in or related to the Permitted Use. Any portion of the Confidential Information acquired by oral or visual inspection shall continue to be subject to the terms of this Agreement.

9. **Remedies.** The parties to this Agreement acknowledge and agree that (i) the remedy at law for a breach of this Agreement is inadequate because a breach would result in irreparable harm and damage to Company and its Business, which cannot be adequately compensated by a monetary award, and (ii) the covenants and restrictions contained in this Agreement are reasonable as to scope and duration and necessary, fundamental and required for the protection of the Business. Accordingly, Recipient agrees that Company shall be entitled to an ex parte temporary restraining order and preliminary injunction for breach of this Agreement, or such other form of injunctive or equitable relief as may be used by any court of competent jurisdiction to restrain or enjoin Recipient or any other representative or person from breaching any such covenant or restriction or to specifically enforce this Agreement, and Company shall not be required to post any bond. Further, the parties agree that the right to equitable relief hereunder is in addition to any other relief or remedy to which Company is entitled at law and in equity.

10. **No Warranty or Representation.** Company shall not have any liability as a result of the use of, or reliance on, any material (including Confidential Information) delivered to Recipient pursuant to this Agreement or otherwise in relation to the Permitted Use. Recipient expressly acknowledges that the Confidential Information, including financial data, reflects the results of past performance and operation of the Business and is not a guarantee of any future success or results of the Business.

11. **Ownership of Confidential Information and Intellectual Property.** Company retains all rights of ownership, title and interest in the Confidential Information disclosed under this Agreement. Nothing herein shall be deemed to grant Recipient or any other party a license to use any portion of the Confidential Information beyond that expressly permitted hereunder.

12. **No Obligation.** Nothing contained in this Agreement shall be construed as constituting an obligation on the part of any party hereto to enter into any further agreement.

13. **No Assignment.** Recipient may not assign any of its rights or delegate any of its obligations under this Agreement. Company reserves the right to assign its rights, powers and privileges under this Agreement (including without limitation, the right to enforce the terms of this Agreement). Subject to the preceding sentence, this Agreement shall be binding upon the permitted successors and assigns of the parties hereto.

14. **Governing Laws.** This Agreement shall be governed by the laws of the state of Wyoming. Company and Recipient hereby (i) agree that any suit, proceeding or action at law or in equity ("**Action**") arising out of or relating to this Agreement shall be instituted at the option of the party bringing such Action in any state or federal court in the state of Nevada having subject matter jurisdiction, (ii) waive any objection that any party may have now or hereafter to the

laying of the venue of any such Action, (iii) irrevocably submit to the jurisdiction of any such court in any such Action, and (iv) hereby waive any claim or defense of inconvenient forum.

15. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties as to the subject matter hereof. It merges with and supersedes all prior and contemporaneous agreements, commitments, representations, writings and discussions, whether oral or written. This Agreement may not be superseded, amended or modified except by written agreement signed by the parties hereto.

16. **Notices.** All notices required or contemplated by this Agreement shall be sent to Company at the following address:

Biosecurity Technology, Inc
3821 S 148th Street
Omaha, NE 68144
Attn: Dan Lynn

All notices to Recipient shall be sent to the following address:

17. **Miscellaneous.** No failure or delay of any party in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude any other or further exercise of any right hereunder. In the event any provision of this Agreement shall be judicially determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the date and year first above written.

COMPANY:

RECIPIENT:

Biosecurity Technology, INC

By: _____
Name: Daniel W. Lynn
Title: CEO

By: _____
Name: _____
Title: _____