



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of ____ day of _____ 202_ (the "Effective Date") by and between

[Company:_____], [Address:_____]
("Party A") and Lab One Capital Corp., Suite 1750 - 1055 W. Georgia St., Vancouver, BC V6E 3P3 ("Party B")
(each individually a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, in connection with the Parties' investigation, exploration and/or negotiation of a business relationship, potential transaction and/or other similar commercial or business arrangement (the "Business Purpose"), each Party may receive certain information from the other Party that is non-public, confidential, or proprietary in nature; and

WHEREAS, the Parties have agreed to disclose such information to each other, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall be defined as set forth below:

a. "Affiliate" of a Person shall mean, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract interest or otherwise.

b. "Confidential Information" means any non-public, confidential or proprietary information regarding a Disclosing Party that is disclosed from and after the Effective Date by such Disclosing Party to the Receiving Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, without limitation, non-public, confidential or proprietary information concerning the Disclosing Party's financial performance, forecasts, sales and other financial results; customers, clients, suppliers and vendors; products, services, technology, trade secrets and other intellectual property; and marketing, development, sales and other material commercial strategies.

Notwithstanding the foregoing, "Confidential Information" as used in this Agreement shall not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of any material breach of this Agreement by the Receiving Party or any of its Representatives; (ii) at the time of disclosure is, or thereafter becomes, available to the Receiving Party or its Representatives on a non-confidential basis from a third-party source, provided that, to the Receiving Party's knowledge, such third party is not and was not prohibited from disclosing such Confidential Information to the Receiving Party by any contractual obligation; (iii) was known by or in the possession of the Receiving Party or its Representatives before being disclosed by or on behalf of

the Disclosing Party under this Agreement; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Confidential Information.

c. "Disclosing Party" means a Party disclosing Confidential Information to the other Party.

d. "Person" means any individual, partnership (whether general or limited), limited liability company, corporation, association, trust, members of joint venture entities or other entity of any kind.

e. "Receiving Party" means a Party receiving Confidential Information from the other Party.

f. "Representatives" means, as to any Person, such Person's directors, officers, employees, managers, members, general partners, limited partners, equity holders, investors, agents, consultants and other representatives (including attorneys, financial advisors and accountants).

2. Non-Disclosure of the Confidential Information. Each Receiving Party shall: (a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Business Purpose or any transaction between the Parties related thereto; and (c) not, at any time, disclose or otherwise communicate any of the Confidential Information to any Person, except: (i) if required by any Legal Order or pursuant to any Legal Request, but then, only in accordance with Section 3 of this Agreement; or (ii) to its Affiliates and its and their respective Representatives, to the extent necessary to assist the Receiving Party in connection with the Business Purpose.

3. Legally Required Disclosure. If a Receiving Party or any of its Representatives are required to disclose any Confidential Information under applicable federal, provincial, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (each, a "Legal Order"), or pursuant to any other request or process of any legal, regulatory, governmental, or supervisory authority (each, a "Legal Request"), then prior to making any such disclosure, the Receiving Party shall, to the extent legally permitted and otherwise reasonably possible, provide the Disclosing Party with: (a) prompt written notice of such Legal Order or Legal Request so that the Disclosing Party may seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

4. Return or Destruction of Confidential Information. At any time upon a Disclosing Party's written request, the Receiving Party and its Representatives shall, at the Receiving Party's discretion, promptly destroy or return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Confidential Information. Notwithstanding the foregoing, the Receiving Party and its Representatives shall be permitted to retain copies of Confidential Information: (a) as may be required to comply with any applicable federal, provincial, or local law, regulation, or regulatory authority to which the Receiving Party and/or its Representatives are subject; or (b) that are maintained as archive copies on disaster recovery and/or information technology backup systems, or in accordance with document retention policies established prior to the Effective Date.

5. No Obligations. The Parties hereby acknowledge and agree that: (a) this Agreement does not require or compel either Party to disclose any Confidential Information to the other Party; and (b) neither the Parties, nor any of their respective Affiliates, shall be under any legal obligation of any kind whatsoever with respect to the Business Purpose, or otherwise be obligated to enter into any business or contractual relationship by virtue of this Agreement, except for the matters specifically agreed to herein.

6. Term and Termination of this Agreement. The term of this Agreement will commence on the Effective Date and will expire one (1) year from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein, the rights and obligations of the Parties under this Agreement will survive the expiration or termination of this Agreement for a period of one (1) year from the date of such expiration or termination.

7. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach of this Agreement by the other Party or its Representatives. Therefore, in addition to all other remedies available at law, the non-breaching Party will be entitled to seek injunctive and other equitable relief as a remedy for any such breach. The Party prevailing in any action or legal proceeding brought to enjoin a breach or threatened breach or otherwise enforce or interpret the terms of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled. In no event will either Party be liable under this Agreement for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages.

8. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or email (with confirmation of receipt). Such communications must be sent to the respective Parties at the addresses set forth on the signature page to this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

9. Acknowledgement. Each Party acknowledges that: (a) the other Party and its Affiliates are engaged in multiple business operations, industries and businesses and may from time to time invest in or operate entities that develop, manufacture, assemble, market, distribute, lease, license, sell or otherwise utilize technologies, products and/or services that are similar to or competitive with the acknowledging Party; and (b) except insofar as this Agreement restricts the disclosure of the Confidential Information, this Agreement shall not prevent either Party and its Affiliates from: (i) engaging in or operating any business; (ii) entering into any agreement or business relationship with any third party; or (iii) evaluating or engaging in investment discussions with, or investing in, any third party, whether or not competitive with the other Party.

Each Party acknowledges that the other Party, its Affiliates, and each of its and their respective Representatives may manage, advise, consult with, provide services to or otherwise engage with portfolio companies of investment funds managed and/or operated by such Party and/or its Affiliates, and each Party agrees that neither such portfolio company nor any of its Representatives will be deemed to have received Confidential Information solely because any of the other Party's Representatives manages, advises, consults with, provides services to or otherwise engages with such portfolio company.

10. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction).

b. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

c. Entire Agreement. This Agreement sets forth the entire agreement of the Parties regarding the Confidential Information, and supersedes all prior negotiations, understandings and agreements. No provision of this Agreement may be amended, modified, waived or changed except by a writing signed by the Parties hereto. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which either Party or any of its Representatives is granted access in connection with the evaluation, negotiation or consummation of the Business Purpose, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that the confidentiality obligations with respect to Confidential Information are exclusively governed by this Agreement.

d. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided that either Party may assign this Agreement to any Person that acquires substantially all of that Party's assets. Any purported assignment in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder.

e. Waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

PARTY A:

[Company: _____]

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

PARTY B:

LAB ONE CAPITAL CORP.

By: _____

Name: Tyler Atkinson

Title: Managing Partner

Date: _____

Email: legal@labonecapital.com