

MUTUAL NON-DISCLOSURE AGREEMENT

Blobb Eco Technologies Inc.

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____
("Effective Date") by and between:

Blobb Eco Technologies Inc., a corporation incorporated under the laws of the Province of British Columbia, Canada, with its registered office in Comox, British Columbia ("Blobb")

and

_____, a _____ organized
under the laws of _____, with its principal place of business at
_____ ("Counterparty")

Blobb and Counterparty are each referred to individually as a "Party" and collectively as the "Parties."

The Parties wish to explore a potential business relationship, which may include consulting, advisory, technical due diligence, or other collaborative engagements (the "Purpose"), and in connection with the Purpose each Party may disclose to the other certain confidential and proprietary information. The Parties agree as follows.

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, or by any other means, before or after the Effective Date, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, technical data, source code, system architecture, product designs, customer and vendor lists, pricing, and the terms of this Agreement and any discussions between the Parties.

2. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate: (a) was already lawfully known to it without restriction prior to disclosure; (b) is or becomes publicly available through no fault of the Receiving Party; (c) is rightfully received from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely for purposes of evaluating or carrying out the Purpose; (b) protect it using at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than reasonable care; (c) not disclose it to any third party without the Disclosing Party's prior written consent, except to its employees, officers, contractors, and professional advisors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Agreement; and (d) not reverse engineer, decompile, or disassemble any software or materials disclosed, except to the extent such restriction is prohibited by applicable law.

4. Compelled Disclosure

If the Receiving Party is required by law, regulation, or court or governmental order to disclose any Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt written notice before disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy, and shall disclose only the portion of Confidential Information legally required.

5. Term and Survival

This Agreement is effective as of the Effective Date and shall continue until terminated by either Party upon thirty (30) days' written notice to the other Party. Termination of this Agreement shall not affect any rights or obligations that accrued prior to termination.

The confidentiality obligations under this Agreement shall survive termination of this Agreement and remain in effect for a period of three (3) years from the date of disclosure of the applicable Confidential Information, except that Confidential Information constituting trade secrets under applicable law shall remain protected for so long as it continues to qualify as a trade secret.

6. No License; No Obligation

Nothing in this Agreement grants either Party any license, ownership interest, or other right in or to the other Party's Confidential Information, except the limited right to use such information for the Purpose. Neither Party is obligated by this Agreement to disclose any information, to enter into any further agreement, or to proceed with the Purpose.

7. Return or Destruction of Materials

Upon the Disclosing Party's written request, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all documents and materials containing the Disclosing Party's Confidential Information, and certify such destruction in writing if requested, except that the Receiving Party may retain one copy in its confidential legal archives for the sole purpose of monitoring compliance with this Agreement, and copies retained in routine electronic backup systems that are not readily accessible for general use.

8. Remedies

Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages would be an inadequate remedy, and agrees that the Disclosing Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting a bond.

9. No Warranty

All Confidential Information is provided "as is." Neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information disclosed under this Agreement.

10. 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, without regard to conflict of laws principles. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia for any dispute arising out of or relating to this Agreement.

11. General Provisions

Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous understandings, whether written or oral.

Amendment. This Agreement may only be amended in writing signed by both Parties.

Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

Notices. Notices under this Agreement shall be in writing and delivered to the addresses set out above, or such other address as a Party may designate in writing.

Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

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

BLOBB ECO TECHNOLOGIES INC.

COUNTERPARTY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This template is provided for general informational purposes by Blobb Eco Technologies Inc. and does not constitute legal advice. Review with qualified legal counsel before use.