

Directions on how to fill FrontierTech International Inc.'s

**NON-COMPETE / NON-DISCLOSURE AGREEMENT**

If you wish to receive more information about FrontierTech International Inc.'s patented **FeelSTAT™**, we require that you fill a Non-Compete / Non-Disclosure Agreement (following pages) as follows:

On page 1:

- Under **1. PURPOSE:** Enter your company's name in the blank space provided on the fifth line of the first paragraph (between the words "Agreement" and "is").
- Date the bottom of the first page.
- Initial or sign the bottom of the first page.

On page 2:

- Date the bottom of the second page.
- Initial or sign the bottom of the second page

On page 3:

- Under **RECIPIENT** – right side of agreement only:
  - Enter your company's name after the word "**For**".
  - Sign above the first line below your company's name.
  - Write your name just below the first line.
  - Write your title below your name.
  - Date above the second line.
- Date the bottom of the third page.
- Initial or sign the bottom of the third page.

**When complete, SCAN the form and email it to our website at:**  
**[info@frontiertech-international.com](mailto:info@frontiertech-international.com)**

An officer of FrontierTech International Inc. will review the agreement, and if suitable, will fill the blanks under **DISCLOSING PARTY** (third page, left side of the agreement) and return a copy of the entire agreement back to you. We will then contact you directly.

Thank you,

FrontierTech International Inc.

# **NON-COMPETE / NON-DISCLOSURE AGREEMENT**

## **1. PURPOSE**

This Agreement, when countersigned below, shall constitute an agreement regarding certain confidential and proprietary information and trade secrets (“Confidential Information”) relating to the business of **FrontierTech International Inc.**, referred to as the “**DISCLOSING PARTY**”, as of the date executed by the DISCLOSING PARTY (the “Effective Date”). For purposes of this Agreement is hereinafter referred to as the “**RECIPIENT**”.

The DISCLOSING PARTY is specifically interested in discussing an invention (**FeelSTAT™**) that is disclosed under U.S. Patents No. 11,029,056 & 11,428,434; Canadian Patent No. 3,115,446; Chinese Patent No. ZL201880079797.5; European Patent No. EP3695287; Japanese Patent No. 7548818; Korean Patent No. 10-2369914; Indian Patent No. 490542; Brazilian Patent App. No. BR112020007201-0; and that has a patent approved in Mexico.

RECIPIENT shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating and completing projects for the DISCLOSING PARTY and its clients.

This agreement is also intended to capture all earlier disclosures pertaining to DISCLOSING PARTY invention/product covered by all verbal non-disclosure agreements and communications between the parties.

## **2. NON-COMPETE**

During this Agreement RECIPIENT shall not represent, provide services for or engage in any other way any other business of a similar nature to the business of the DISCLOSING PARTY without the written consent of the DISCLOSING PARTY. It is understood that RECIPIENT will be representing the DISCLOSING PARTY exclusively on the products disclosed to the RECIPIENT by the DISCLOSING PARTY.

RECIPIENT warrants and guarantees that during this Agreement and for the twelve month period following the termination of this agreement shall not directly or indirectly engage in any similar business with DISCLOSING PARTY current clients or DISCLOSING PARTY former clients. Nor shall RECIPIENT solicit any client of DISCLOSING PARTY for the benefit of a third party that is engaged in a similar business to that of DISCLOSING PARTY or hire any employees or sales staff or former employees or sales staff of DISCLOSING PARTY.

## **3. CONFIDENTIAL INFORMATION**

As used herein “Confidential Information” shall mean any and all technical and non-technical information provided by the DISCLOSING PARTY, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the DISCLOSING PARTY or any its respective clients, consultants, or licensees that is disclosed to the recipient under the terms of this Agreement.

#### **4. PERMITTED DISCLOSURE**

Confidential Information does not include information which:

- (i) Has become generally known to the public through no wrongful act by the RECIPIENT;
- (ii) Has been rightfully received by RECIPIENT from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the RECIPIENT;
- (iii) Has been approved for release to the general public by written authorization of the DISCLOSING PARTY;
- (iv) Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,
- (v) Has been independently developed by the RECIPIENT without use, directly or indirectly of the DISCLOSING PARTY's Confidential Information.

#### **5. CONFIDENTIALITY**

RECIPIENT acknowledges that it will have access to certain of the DISCLOSING PARTY's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the DISCLOSING PARTY and in any event, only with the prior written approval of the DISCLOSING PARTY. The RECIPIENT acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the RECIPIENT by reason of this Agreement. Additionally, the RECIPIENT acknowledges that it may only use the Confidential Information in connection with its business dealings with the DISCLOSING PARTY and for no other purpose without the prior written consent of the DISCLOSING PARTY. The RECIPIENT further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the DISCLOSING PARTY or produced using the DISCLOSING PARTY's Confidential Information, will be held strictly confidential and returned upon request to the DISCLOSING PARTY. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

#### **6. CONSULTANTS AND EMPLOYEES BOUND**

RECIPIENT agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the "Employees") solely on a need-to-know basis and represents that such Employees have signed appropriate non-disclosure/non-compete agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the DISCLOSING PARTY.

#### **7. RETURN OF MATERIALS**

Upon termination or expiration of the Agreement, or upon written request of the DISCLOSING PARTY, the recipient shall promptly return to the DISCLOSING PARTY all documents and other tangible materials representing the DISCLOSING PARTY's Confidential Information and

all copies thereof. The DISCLOSING PARTY shall notify immediately the RECIPIENT upon discovery of any loss or unauthorized disclosure of the Confidential Information.

**8. REMEDIES**

Should the RECIPIENT breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the DISCLOSING PARTY's detriment or damage, the RECIPIENT agrees to reimburse the DISCLOSING PARTY for any loss or expense incurred by the DISCLOSING PARTY as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the DISCLOSING PARTY in enforcing the provisions hereof. RECIPIENT further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the DISCLOSING PARTY and that the DISCLOSING PARTY shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the RECIPIENT without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

**9. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in Los Angeles, California and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

**10. ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties. This Agreement may be modified only by a subsequent written agreement signed by both parties hereto.

In Witness Whereof, the parties hereto have caused this Non-Compete/Non-Disclosure Agreement to be executed by a duly authorized representative of such party of such party as of the Effective Date.

**DISCLOSING PARTY:**  
**For FrontierTech International Inc.**

**RECIPIENT:**  
**For**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Non-Compete/  
Non-Disclosure Agreement

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Date: \_\_\_\_\_  
Recipient: \_\_\_\_\_