



+1 (709) 743-0602
cory@cacsd.ca
Marystown, NL P.O. Box 2002 A0E 2M0
www.cacsd.ca

NON-DISCLOSURE AND NON-COMPETE AGREEMENT This Non-Disclosure and Non-Competition

Consulting, Inspections, Purchase, Design, Construction, Retrofits,
Charter Voyages, Sales, Supplies, Installation, Testing, Research, Operations Agreement (the "Agreement"), dated
this day of April 25, **2025** (the "Effective Date"), is entered into by and between:

**CANADIAN ADVENTURE CHARTERS INC., CONTINENTAL CLIMATE CONSTRUCTION
INC., REDHAWK SURVIVAL TRAINING INSTITUTE INC., and REDHAWK
NEWFOUNDLAND SURVIVAL LTD** (including any and all of their subsidiaries and affiliates) (collectively,
the "Discloser"), and the "Recipient"

1. DEFINITIONS

1.1 Confidential Information

As used herein, "Confidential Information" shall mean any and all technical and non-technical information
provided by the Discloser to the Recipient, including but not limited to:

- Trade secrets;
- Proprietary information, including, without limitation, ideas, techniques, know-how, processes, apparatuses, equipment, training curriculum and content, software programs, and software source documents;
- Information related to the current, future, and proposed products and services of the Discloser;
- Information concerning research, development, design details, specifications, and engineering;
- Financial information, purchasing details, customer lists, investor relations, employee data, business and contractual relationships;
- Business strategies, marketing plans, sales strategies, training methodologies, and course training materials;
- Any information provided by the Discloser regarding third parties.

The Discloser explicitly prohibits the dissemination or disclosure of Confidential Information unless specifically authorized in writing.

1.2 Scope of Confidential Information

Initials: /

The Confidential Information covered under this Agreement shall include, but is not limited to, information regarding:

- Consulting, design, retrofit, construction, investment, stocks, shares, sales, supplies, call center operations;
- Charter luxury expeditions, exploration, thrill seeking adventures, marine research and standby support services;
- Research on explorer ice-classed vessels, submersibles, helicopters, Sherps, hot air balloon charters, treasure recovery, high-value cargo, and shipwreck exploration;
- Installation, testing, and development of AI- WiFi underwater technology;
- Marine medical research, climate change studies, artificial intelligence data EDNA/DNA, remote sensing collection, and maritime historical data;
- Ocean and land expeditions, research, and development;
- Mega port and seaside resort development, research laboratories, aquariums, exhibits, maritime museums, theme restaurants, and marina developments;
- Disaster-resistant and proof materials, newly discovered marine species, underwater reef restoration, and conservation efforts;
- Underwater Navy sunken shipwreck sites and all underwater sunken shipwreck sites within Canadian waters, the Northwest Passage, and Canada's Arctic regions;
- UHNWI guest and client information;
- Shipwreck discovery sites, treasure, artifacts, and high-value shipwreck cargo;
- Newly discovered marine species and newly discovered marine medical cures, drugs, and medicines;
- Climate change and global warming research, solutions, technology, and plans.

2. NON-DISCLOSURE OBLIGATIONS

2.1 Recipient's Obligations

The Recipient agrees to:

- Maintain the confidentiality of the Confidential Information;
- Not disclose, disseminate, or publish any Confidential Information to third parties without prior written consent from the Discloser;
- Use the Confidential Information solely for the purpose agreed upon with the Discloser;
- Take reasonable steps to protect and safeguard the Confidential Information from unauthorized use or disclosure;
- Hold in strict confidence and not disclose to any third party Confidential Information of the Discloser, except as approved in writing by the Discloser;
- Use the Confidential Information for no purpose other than evaluating or pursuing a business or employee relationship with the Discloser;
- Only permit access to the Discloser's Confidential Information to employees or agents with a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

2.2 Legal Compliance

The Recipient may disclose Confidential Information to the extent required by law or court order, provided that the Recipient provides the Discloser with prior written notice to allow the Discloser to seek confidential treatment of such information.

2.3 Return or Destruction of Confidential Information

Initials: /

Upon termination or expiration of this Agreement, or upon written request of the Discloser, the Recipient shall promptly return (or destroy and certify in writing the destruction of) all documents and other materials representing the Confidential Information and all copies thereof.

2.4 Protection of Confidential Information

- Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
- Any reproduction of Confidential Information shall remain the property of the Discloser and shall retain all confidential or proprietary notices unless otherwise authorized.

2.5 Notification of Unauthorized Disclosure

The Recipient shall immediately notify the Discloser upon discovery of any loss or unauthorized disclosure of Confidential Information.

2.6 Duration of Obligations

The Recipient's obligations hereunder shall remain in effect for **three (3) years** from the date of disclosure of such Confidential Information.

2.7 Indemnification

The Recipient agrees to defend, indemnify, and hold harmless the Discloser from any and all liability arising from the Recipient's receipt and review of the Confidential Information, including but not limited to, liability arising from disclosure of Confidential Information to a third party.

3. NON-COMPETE AGREEMENT

3.1 Restrictions on Competitive Activities

The Recipient acknowledges that during their business relationship with the Discloser, they will have access to trade secrets and other Confidential Information concerning the Discloser's business operations and opportunities. The Recipient agrees not to directly or indirectly engage in any competitive business activities with respect to:

- Any consulting, construction, investment, maritime exploration, research, or charter contracts, commercial activities related to the Discloser's business;
 - Any shipwreck discovery, treasure recovery, high-value cargo retrieval, or maritime artifact research;
 - Any luxury charter adventure expedition, charter, or exploration service competing with the Discloser's business.
-
- Any charter routes, marine and land-based sites & locations within CAC Canadian waters, roadways and trails.

3.2 Duration of Non-Compete Obligations

This non-compete obligation shall remain in effect for a period of **three (3) years** from the termination of this Agreement.

Initials: /

4. GENERAL PROVISIONS

4.1 Governing Law This Agreement shall be governed by and construed in accordance with the laws of Canada without reference to conflict of laws principles. The parties irrevocably submit any dispute to the jurisdiction of the courts of Canada.

4.2 Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

4.3 Amendments


This Agreement may not be amended except in writing, signed by both parties.

4.4 Injunctive Relief

Each party acknowledges that a breach of this Agreement may cause irreparable damage and agrees that the other party shall be entitled to seek injunctive relief.


CANADIAN
ADVENTURE CHARTERS

Initials: /



4.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.
(Today) Name: _____ Recipient _____ Title: _____ VC Investor _____
Signature: _____ Signed _____ Date: _____ (Date Viewed) _____

CANADIAN ADVENTURE CHARTERS INC. By _____ Cory Burry _____ Title: President -
CEO/Founder Cory Burry Signature: _____ Cory Burry _____ Date: _____
_____(Date Viewed) _____



Initials: /