

CONFIDENTIALITY, NON-DIVULGATION AND NON-COMPETITION AGREEMENT

BETWEEN

AND THE « INFORMED PARTY »

FUSACQ

405-6400 av Auteuil

Brossard (Quebec) J4Z 3P5

(Hereunder collectively referred to as the « Informing Party»)

(Hereunder referred to as the « Informed Party»)

WHEREAS the Informing Party offers specialized services in the sale, merger, acquisition, and financing of SMEs;

WHEREAS the Informing Party represents companies and shareholders who retain its services with the intention of selling one or more of their companies (hereinafter referred to as the "**Client**");

WHEREAS the Informed Party wishes to assess the possibility of concluding a transaction with a Client of the Informing Party (hereinafter referred to as the "**Potential Transaction**") for the acquisition of one or more companies (hereinafter referred to as the "**Company**");

WHEREAS the parties to the agreement acknowledge that certain Confidential Information and Personal Information will need to be disclosed between them as part of the Potential Transaction;

WHEREAS it is essential to protect the confidentiality of the Confidential Information and Personal Information that will be provided in these circumstances;

WHEREAS the signing of this agreement and the respect of the obligations arising therefrom constitute essential considerations without which the Informing Party would not provide Confidential Information and/or Personal Information to the Informed Party;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

The Informed Party shall use the Confidential Information, Personal Information, or any part thereof communicated to it by the Informing Party, only for the purposes of evaluation and decision-making in the context of the Potential Transaction contemplated by the Parties.

DEFINITION

1. All information and documents concerning the Potential Transaction, the Informing Party, or the Client, disclosed in oral, written, graphic, photographic, sound, or any other form shared between the Parties for the purpose of evaluating and concluding the Potential Transaction, constitute Confidential Information.
2. Information that does not constitute Confidential Information includes information which (i) is or becomes generally available to the public beforehand without breach of this agreement, (ii) is free from any restriction following a written agreement between the Parties, (iii) was known to one of the Parties or in its possession before the date of this agreement, or (iv) is or becomes available to the Informed Party independently or legally obtained without restriction, from a source other than the Informing Party.
3. The fact that the Informed Party is considering a Transaction is Confidential Information. Any discussion, negotiation, or exchange between the Parties concerning the Client, as well as this agreement, are Confidential Information.
4. Personal Information consists of any information relating to an individual that allows, directly or indirectly, their identification, in accordance with the provisions of the Act respecting the protection of personal information in the private sector (p-39.1).
5. Unless otherwise provided in writing, all documents and materials containing or incorporating Confidential and/or Personal Information remain the property of the Informing Party or the Client, depending on the source of the information. Upon request of the Informing Party, the Informed Party agrees to return and/or destroy all documents and materials containing or incorporating Confidential Information provided, as well as all electronic or paper copies thereof.

RESPONSIBILITY

6. The Informed Party undertakes to use Personal Information only for the purposes of concluding the Potential Transaction, to take necessary measures to ensure the protection of the confidentiality of the information, not to disclose the information without the consent of the concerned person unless authorized by the Act respecting the protection of personal information in the private sector (p-39.1), and to destroy the Personal Information if the Potential Transaction is not concluded or if its use is no longer necessary for the conclusion of the Potential Transaction.

INFORMING PARTY	INFORMED PARTY

CONFIDENTIALITY, NON-DIVULGATION AND NON-COMPETITION AGREEMENT

7. The Informed Party shall not disclose Confidential Information, or any part thereof, to a third party without prior and express authorization from the Informing Party, except to persons who may be directly involved with the Parties in assisting and advising on the Potential Transaction (key employees, financial partners, accountants, lawyers) (hereinafter referred to as the "Project Team").
8. All Parties must ensure that employees, agents, directors, partners, advisors, and professionals (hereinafter referred to as the "Representatives") to whom they disclose Confidential and/or Personal Information respect the confidentiality of such information. The parties must ensure that all Representatives are clearly informed (i) of the confidentiality of the Confidential and/or Personal Information, (ii) of the importance of maintaining confidentiality by all Representatives, and (iii) of the nature and scope of the commitments provided by the Informed Party to the Informing Party and to the Client. The Informed Party assumes full responsibility for all its Representatives regarding compliance with the obligations set forth herein.
9. The Informed Party will maintain a list of all its Representatives who may receive Confidential and/or Personal Information. This list must be made available to the Informing Party upon request.
10. Confidential and/or Personal Information provided must not be reproduced in any form, except as required to ensure the completion of the Potential Transaction.

NON-SOLICITATION / NON-COMPETITION

11. The Informed Party will not harm the Client's project (s), as disclosed. In addition, the Informed Party undertakes not to take any initiative which could constitute circumvention of the Informing Party or of the Client, or by its acts, causing harm to the Client.
12. The Potential Buyer agrees not to communicate directly or indirectly with, or solicit in any way whatsoever, any of the employees, suppliers or customers of the Company and not to communicate, directly or indirectly without authorization prior written consent from FUSACQ with any representative of the Client or its shareholders, regarding the Potential Transaction.
13. As of the date hereof, the Informed Party undertakes not to use all or part of the Confidential Information in order to compete with the Client in a new way - and this, outside the normal course of business.

DURATION

14. If the Potential Transaction cannot be completed within 365 days of the delivery of the documents or if the parties terminate discussions, the Informed Party must immediately return all copies of the Confidential Information and Personal Information to the Informing Party, destroy any paper or electronic versions, and confirm in writing to the Informing Party that the Confidential Information and Personal Information have been destroyed.
15. This agreement is valid between the Informing Party and the Informed Party for a period of **of five (5) years** following the conclusion of the Potential Transaction or the last exchange between the Parties and for any discussions concerning the Client related to the Potential Transaction, or any subsequent Client with whom a transaction might be contemplated during this period. The duration of this agreement concerning Personal Information shall remain in effect indefinitely, as long as the Personal Information is considered as such by the *Act respecting the protection of personal information in the private sector* (p-39.1).
16. Notwithstanding any termination of this agreement, the provisions concerning the confidentiality of the Confidential Information and the non-solicitation apply for a period of **three (3) years** towards the Client from the date of this agreement.

RESPECT OF THE BROKER AND LIMITATION OF LIABILITY

17. The Informing Party and the Client make no representations or warranties as to the correctness or accuracy of the information provided. The Informing Party and the Client shall not be liable in any way whatsoever to the Informed Party concerning its use (or the results of such use) of said information or concerning any errors or omissions therein. The only representations and warranties that will apply will be made by the Client, in the context of a possible acquisition of, or investment in, the Company by the Informing Party and as included in the written contract executed between the Company and the Client to complete this Transaction.
18. The Informed Party understands and agrees that it is responsible for conducting due diligence, at its own expense, prior to any transaction.
19. The Informed Party acknowledges being aware of the fact that a contract between the Informing Party and the Client as well as the Company provides for the payment of fees to the Informing Party in the event of the conclusion of a transaction, payable in full at the closing of the transaction from the proceeds of the sale. If an agreement is reached between the Client and the Informed Party during the term of this agreement, the Informed Party understands and accepts that the fees of the Informing Party must be paid in full from the proceeds of the sale at the close of the transaction.

INFORMING PARTY	INFORMED PARTY

CONFIDENTIALITY, NON-DIVULGATION AND NON-COMPETITION AGREEMENT

20. The Informed Party undertakes that (and guarantees to the Informing Party) any letter of intent, offer, acquisition, and purchase agreement or any other type of contract relating to a transaction must include clear and irrevocable instructions to the notary, lawyer, or any other person responsible for the transaction to deduct from said price the total amount of the Informing Party's fees and thus to pay the Informing Party at the close of the transaction from said funds.
21. The Informed Party is advised that the Company concerned by the Potential Transaction is responsible for the payment of the Informing Party's fees, and these are due at the closing of the transaction. The payment of fees should be included in the Closing Agenda in the event of a transaction. In the event of non-payment, the acquired Company remains responsible for the fees.

GENERAL PROVISIONS

22. If the Informed Party or its Representatives were, in the context of any judicial or regulatory process, required to disclose any Confidential Information and/or Personal Information, the Informed Party must notify the Informing Party so that it may take appropriate measures under the circumstances to protect the confidentiality of the information to be disclosed.
23. Due to the continuous flow of information between the Parties hereto, the Informing Party agrees to be bound by the same terms and conditions of confidentiality, non-disclosure, and non-competition. This document should therefore be read and interpreted in a manner to protect the Parties against any disclosure of Confidential Information and/or Personal Information among them, and the term "Informing Party" must mean "Informed Party" and vice versa.
24. Nothing in this agreement shall be construed as an obligation on the part of either party to conclude the Potential Transaction or any subsequent agreements.
25. This agreement supersedes all similar agreements previously entered into between the Parties.
26. This agreement is not transferable without the written consent of both parties.
27. This agreement and any document relating thereto are governed by the laws in force in the Province of Quebec and must be interpreted in accordance with them.
28. The Informed Party agrees that its failure to comply with or cause any of its commitments provided for herein to be respected will cause serious damage to the Client and the Informing Party and that consequently, the Client and the Informing Party will have the right, without prejudice to its other remedies, to require the issuance of an injunction to stop such a contravention.

THE PARTIES AGREE TO DRAFT THIS AGREEMENT IN THE ENGLISH LANGUAGE

The parties have signed this convention on _____, 2025 at _____.

For: For:

The Informing Party

The Informed Party

INFORMING PARTY	INFORMED PARTY