MVR
GROUP

MVR CONSULTING LLC (MVR Group)
840, rue Raoul-Jobin
Québec (Quebec) G1N 1S7

Universal Confidentiality Agreement

PROSPECTIVE ACQUIRERS · CANADA

> **One agreement for every file.** This agreement applies automatically to every business MVR Group presents to the Acquirer, with no new signature required.

1. PARTIES

ACQUIRER

Name / Company: _____

Represented by: _____

Address: _____

Email: _____

MVR

MVR CONSULTING LLC, doing business as MVR Group

Address: **840, rue Raoul-Jobin, Québec (Quebec) G1N 1S7**

This agreement takes effect on the date of the last signature.

2. PURPOSE AND SCOPE

2.1 MVR represents business owners (the "**Sellers**") who are considering a sale. An "**Opportunity**" is any business, or related entity, that MVR presents to the Acquirer in any manner (call, email, teaser, data room), under its real name or a code name.

2.2 Each Opportunity is covered as soon as it is presented, with no further signature. MVR's emails and records are proof of the presentation and its date.

2.3 A "**Transaction**" is any direct or indirect, full or partial acquisition of an Opportunity: purchase of shares or assets, merger, equity investment, joint venture or financing.

2.4 The "**Acquirer**" includes the signatory and any person it controls, that controls it, or that acts for it or with it. The signatory shall cause these persons to comply with this agreement and is responsible for any breach by them.

2.5 MVR enters into this agreement on its own behalf and as agent and trustee for each Seller and for any partner firm working with MVR on a file, each of which may enforce this agreement for its Opportunity.

3. CONFIDENTIAL INFORMATION

All information received about an Opportunity is confidential, including the Seller's identity, the fact that the business is for sale, financial statements, customer lists, contracts, asking prices, the existence of discussions, and any analysis the Acquirer derives from them. Exceptions are information that is public through no fault of the Acquirer, that the Acquirer already knew, or that it lawfully obtained from a third party, which the Acquirer must prove in writing.

4. ACQUIRER'S OBLIGATIONS

- Use the information only to evaluate a Transaction.
- Disclose nothing without MVR's written consent, except to its officers, employees, lenders and advisors who need it and are bound by the same confidentiality. The Acquirer is jointly and severally liable for their breaches.
- Return or destroy the information on request, and confirm it in writing within 5 business days.
- Notify MVR without delay of any leak or of any disclosure required by law.

5. NON-CIRCUMVENTION

5.1 For 36 months after the last presentation of an Opportunity, and anywhere in Canada, the Acquirer shall not, directly or through a third party, contact the Seller, its shareholders, officers, employees, customers, suppliers or lenders about a Transaction, or complete a Transaction, without going through MVR. Nor shall it solicit the hiring of the Opportunity's officers or key employees.

5.2 If a Transaction is completed by circumventing MVR, the Acquirer shall pay MVR, as liquidated damages and not as a penalty, the greater of: the fees provided for in the Seller's mandate, or 5% of the total value of the Transaction, including assumed debt and balance of sale price. The parties agree that this amount is a genuine pre-estimate of the fees MVR would lose, which would be difficult to calculate precisely. It is payable at closing, without prejudice to injunctive relief.

6. TERM

This agreement covers any Opportunity presented over 60 months, then renews automatically from year to year unless written notice is given 30 days before expiry. For each Opportunity, confidentiality lasts 60 months after its last presentation, and indefinitely for trade secrets.

7. NO WARRANTY

The information is as declared by the Seller and is subject to due diligence. MVR and the Seller do not warrant its accuracy. This agreement does not oblige anyone to sell or to buy. MVR represents the Sellers, not the Acquirer.

8. GENERAL PROVISIONS

This agreement applies throughout Canada, to Opportunities and Acquirers located in any province or territory. It is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Acquirer irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario and of any province or territory of Canada where the Acquirer resides or carries on business or where an Opportunity is located, and MVR or a Seller may bring proceedings in any of those courts. If a provision is unenforceable in a particular province or territory, it is limited there only, to the extent required, and remains fully in force elsewhere. Because a breach could cause irreparable harm, MVR and the Sellers may seek an injunction in addition to any other remedy. This agreement is complete and may be amended only in writing. If a clause is found excessive, it applies to the fullest extent permitted and the other clauses remain in force. Personal information is handled in accordance with applicable Canadian privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA). This agreement may be signed electronically and in counterparts, each of which is an original. A French version is available on request; the parties have expressly chosen to be bound by this English version.

SIGNATURES

ACQUIRER

Name: _____

Title: _____

Date: _____

MVR CONSULTING LLC (MVR GROUP)

By: **Authorized signatory**

Date: _____