

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (*Non-Disclosure Agreement – NDA*)

BETWEEN:

Royal LePage Blanc & Noir Boisbriand, a real estate agency, license no. G5467, having its head office at 6485 Doris-Lussier Street #102, Boisbriand, Quebec, J7H 0H8, herein represented by Yves Monneret, real estate broker, carrying on his activities through a corporation, Yves Monneret Courtier Immobilier Inc., license no. E3337, and Alexandre Tremblay, real estate broker, carrying on his activities through a corporation, Alexandre Tremblay Courtier Immobilier Inc., license no. H4270, acting as listing brokers and representatives of the seller (hereinafter the “Disclosing Party”).

AND:

Name of Buyer/Company: _____,
together with its affiliates, officers, directors, employees, advisors and representatives (hereinafter the “Recipient”).

1. PURPOSE

In connection with the evaluation of a potential acquisition opportunity relating to the _____ property located at: 1700, boulevard Le Corbusier, Laval (Quebec), including lots 1,731,010, 2,404,312 and 4,207,684 (hereinafter the “Property”), the Disclosing Party agrees to provide certain confidential information to the Recipient for the purpose of enabling the Recipient to evaluate the Property with a view to potentially submitting an offer to purchase.

2. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” includes, without limitation: financial data, reports, studies and analyses; technical, environmental or legal information; zoning documents, plans, and development studies; commercial or strategic information; and any non-public information relating to the Property, regardless of the form (written, oral, or electronic).

3. CONFIDENTIALITY OBLIGATION

The Recipient undertakes to use the Confidential Information solely for the purpose of evaluating the Property, not to disclose such information to any third party except to its authorized representatives, and to take all reasonable measures to protect the confidentiality of such information.

4. PERMITTED DISCLOSURE

The Recipient may disclose the Confidential Information solely to its employees, officers and professional advisors, as well as to its financial partners or potential investors.

5. EXCLUSIONS

The following information shall not be considered Confidential Information: information that is publicly available at the time of disclosure; information already known to the Recipient prior to disclosure; information lawfully obtained from a third party without any obligation of confidentiality; and information required to be disclosed by law (provided that prior notice is given to the Disclosing Party).

6. NON-SOLICITATION AND NON-CIRCUMVENTION

The Recipient agrees not to contact the seller directly other than through the Disclosing Party and not to circumvent the brokers involved in the transaction.

7. NO OBLIGATION

This Agreement does not obligate the Disclosing Party to provide any information, does not require either party to enter into any transaction, and does not constitute an offer or a promise to sell.

8. RETURN OR DESTRUCTION OF INFORMATION

Upon request by the Disclosing Party, the Recipient shall return or destroy all Confidential Information and confirm such destruction in writing.

9. TERM

This Agreement shall remain in effect for a period of two (2) years from the date of its execution.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Quebec.

11. SUBMISSION OF OFFERS THROUGH BROKERS

The Recipient acknowledges and agrees that any offer to purchase relating to the Property must be submitted through the Disclosing Party, namely Royal LePage Blanc & Noir, acting as the listing broker. The Recipient undertakes not to submit,

directly or indirectly, any offer to the seller without going through the Disclosing Party.

Exception:

Where the Recipient is represented by a duly mandated real estate broker (the “Cooperating Broker”), any offer may be submitted through such Cooperating Broker.

12. BUYER’S SIGNATURE

Name : _____

Company : _____

Phone number : _____

Email: _____

Signature : _____

13. SPECIFIC CLAUSE FOR COOPERATING BROKERS

The Cooperating Broker confirms that they exclusively represent the Buyer and agrees to be bound by the terms of this Confidentiality Agreement. The broker acknowledges that they are duly authorized to practice real estate brokerage.

A compensation equivalent to one percent (1%) of the sale price, plus applicable taxes, may be paid to the Cooperating Broker by Royal LePage Blanc & Noir, conditional upon the successful completion of the transaction.

(hereinafter the “Cooperating Broker”)

12. BROKER SIGNATURE

Name : _____

Company : _____

Phone number : _____

Email: _____

Signature : _____