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THIS MUTUAL CONFIDENTIALITY AGREEMENT (the « agreement ») made and entered into as of
(the « Effective Date »),

BETWEEN: TRIO PAC INC.
386, rue McArthur
St-Laurent, QC H4T 1X8
(Hereinafter referred to as « Trio Pac »)

AND: Company Name :
Address :

(Hereinafter referred to as the « Company »)

(Trio-Pac and the Company hereinafter referred to as « Party » and collectively the « Parties »)

Whereas Trio Pac and the Company wish to begin discussions that may lead to, or are actually part of, a business relationship concerning various projects (the « Object »); and

Whereas each of the Parties can, during the discussions, provide the other Party with confidential information or documents relative to the Object;

In consideration of the disclosure by each Party to the other Party of confidential information, as described in the section 1 below, and for good and valuable consideration, the Parties agree on the following:

1. Confidential information

a) Definition

For the purposes of this Agreement, « Confidential Information » means any information from one Party or the other that relates to intellectual property and business practices that, regarding the Object, is disclosed before, during and after the date of this Agreement, from one Party (« the Disclosing Party ») to the other (« the Receiving Party ») in writing, or in any other tangible form, including samples, that is:

- i. Identified as confidential or personal within thirty (30) days from the disclosing date, or

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- ii. Of such nature that the Receiving Party should reasonably anticipate that the Disclosing Party considers it as personal and confidential.

Confidential Information includes but is not limited to:

- i. Information on research and development, discoveries, improvements, processes, expertise, specifications, samples, notes, patents, copyright, trademarks, denomination, trade secrets and any applications to obtain patent, copyright and trademark; and to
- ii. Information on clients, suppliers, formulas, processes, inventories, equipment, business plans, financial informations, computers and software, information systems, source codes, products, services, costs, supplying sources, strategic plans, advertising plans and marketing, sales, profits, pricing methods, business offers and personal and business relationships. The existence of discussions between the Parties and the existence, just as the content of this Agreement are deemed to be Confidential Information.

b) Exceptions

Confidential Information does not include the information that:

- i. Was already known of the Receiving Party before disclosure by the Disclosing Party, as the Receiving Party can prove it from written files, and without any obligation of keeping it confidential;
- ii. is published, publicly known or part of the public domain at the moment of the disclosure;
- iii. after being disclosed to the Receiving Party, is published, publicly known or part of the public domain, without it being a result of a violation of this Agreement by the Receiving Party;
- iv. is acquired or received by the Receiving Party from a third party that is allowed to disclose or that was not, or is not, required to keep its confidentiality, to not disclose it or to use it according to a non-disclosure agreement in favor of the Disclosing Party at the time when this third party discloses the information to the Receiving Party;
- v. Is developed by or for the Receiving Party independently, without using Confidential Information.

2. Compelled disclosure of Confidential Information

Neither Party shall be held responsible for disclosing Confidential Information pursuant to any governmental, judicial, or administrative order, judgment or similar method, provided that the Receiving Party promptly and without delay informs the Disclosing Party, if legally

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possible, and take reasonable steps to contest, limit the extent and protect the confidentiality of the information to disclose. The Receiving Party shall advise the Disclosing Party in written so that the Disclosing Party can take appropriate remedies to obtain protective measure or other appropriate remedy to protect its own Confidential Information. The Receiving Part shall solely disclose what is legally requested or required to disclose and shall take all reasonable efforts to obtain confidential treatment of the Confidential Information.

3. Authorized use and disclosures

Each party acknowledges and agrees that the Confidential Information provided by the Disclosing Party:

- i. shall be used by the Receiving Party solely in connection with the current Object;
- ii. shall not be shared to any third party without the prior written and signed consent of the Disclosing Party;
- iii. may be disclosed only to those employees of the Receiving Party who have a need to know such Confidential Information in connection to the Object, the Receiving Party shall advise those employee of the nature of the Confidential Information and require them to be bound in writing by confidentiality restrictions in accordance to the manner intended it this Agreement ;
- iv. will be protected against unauthorized disclosure or usel by the Receiving Party using the same level of care used in safeguarding its own Confidential Information, but in any case using no less than reasonable care.

Any public statement, press conference or broadcast approved and to which one of the Party to this Agreement is part of, shall be endorsed by both Parties before being published, being held or being broadcasted, as the case may be.

Without limiting the generality of the foregoing, neither Parties may use Confidential Information of the other Party for any purpose whatsoever that is not expressly permitted by the Disclosing Party.

4. Return/Destruction of the confidential information

Shared Confidential Information will remain property of the Disclosing Party and, at the request of the Disclosing Party, the Receiving Party shall immediately hand over all Confidential Information received in tangible form to the Disclosing Party or, at the convenience of the Disclosing Party, shall destroy any such data and certify such destruction to the Disclosing Party. However, copy of the Confidential Information can be retained in the legal files of the Receiving Party for the sole use of its attorneys.

5. Term and survival

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This Agreement will enter into force at the Effective Date and will remain in effect for a twelve (12) months term from the time the Parties have ceased discussions or business relationship and have decided to no longer continue any business relationship.

However, restrictions imposed to the Receiving Party as stated in articles 3 and 4 hereinabove regarding disclosure, protection and destruction or return of Confidential Information received before the end of their business relationship remain effective indefinitely following the termination of this Agreement.

6. Prohibition of analysis, reverse engineering or duplication of any sample

Both Parties commit themselves not to perform any analysis, reverse engineering or duplication on any sample provided by the other Party and none of the Parties is authorized to sell, transfer or entrust a third party with any sample received.

7. Injunction

Both Parties acknowledge and agree that unauthorized disclosure or any other violation or threat of infringement of this Agreement by a Party will lead to irrecoverable damages to the other Party and that no solution for such damages would be suitable to compensate the other Party from an infringement of the provisions of this Agreement. The Parties therefore accept that the Party that is not in default will be authorized to request and obtain a temporary, interlocutory or permanent injunction to prevent any infringement, without being mandatory to prove the actual damages suffered. The granting of such injunction will not limit any other remedy available to the Disclosing Party from an infringement of this Agreement.

8. No acquisition of rights

The Receiving Party acknowledges that all right, title or interest in Confidential Information received from the other Party belongs to the Disclosing Party or licensed from a third party by the Disclosing Party and nothing in this Agreement shall be interpreted as granting or giving rights or interest by license or otherwise to the Receiving Party in Confidential Information disclosed. This Agreement does not force any of the Parties to conclude a business relationship or a contract with the other Party.

9. Warranty and limitations

Each Party represents and warrants that such Party has full power and legal authority to disclose Confidential Information according to this Agreement. Confidential Information provided by the Parties is provided without warranty of any kind, express or tacit, including but not limited to warranties of quality, accuracy or absence of forgery regarding any Confidential Information. None of the Parties shall be held responsible for indirect or special damages from any nature whatsoever, according to any law or applicable convention, suffered by the other Party.

10. Assignment

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This Agreement is concluded for the benefit of the Parties and bound them and their authorized successors and assignees. This Agreement cannot be assigned directly or indirectly without the prior consent of the other Party.

11. Terms and conditions

This Agreement is not to be amended or edited without prior written and signed consent of the Parties. The titles of the articles of this Agreement only serve classification matters and shall not be used for its interpretation. If one or the other of the provisions of this Agreement is proclaimed null or void, the Parties shall jointly edit their covenants in order to find a legal provision as close as possible to the original effect. Any renunciation or delay of a Party to request the other Party to respect an obligation from this Agreement will not be interpreted as a renunciation to any rights in any other occasion, nor as a continuous renunciation regarding any ulterior violation to this Agreement.

12. Severability of contract provisions

If at any time during the existence of the contract one of its provisions is determined to be or to have become invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of the contract will not in any way be affected or impaired. Any such invalid provision shall be deemed to be unwritten.

13. Governing law

This Agreement will be governed by the laws in force in the province of Québec, Canada, without regard to principles of conflicts of laws.

The parties agree that any claims or litigations arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of the district of Montréal, in the province of Québec.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates hereinafter.

TRIO PAC INC

Signature :

Name :

Title :

Date :

Company name:

Signature :

Name:

Title :

Date :