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Emma Vu
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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN **ORGANIZATION NAME**, a corporation duly constituted under the laws of **JURISDICTION**, having its head office at **ADDRESS, CITY, PROVINCE, POSTAL CODE**, herein represented by **NAME**, duly authorized as he so declares;

Hereinafter the "Other Party";

AND **SOLUTIONS NOTARIUS INC.**, a corporation duly constituted under the laws of Quebec, having its head office at 465 Rue McGill, Suite 300, Montreal, Quebec H2Y 2H1, herein represented by **NOM, TITRE EMPLOI**, duly authorized as he so declares;

Hereinafter "Notarius";

Hereinafter the Other Party and Notarius will be referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, in the course of their relations the Parties may exchange information whose confidentiality they wish to safeguard and whose use they wish to restrict;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. Confidential Information

Means any information (including but not limited to computer programs, studies, evaluations, specifications, designs, inventions, notes, records, analyses, marketing plans, forecasts, information concerning customers or technical, financial, scientific, commercial or marketing information) transmitted or otherwise communicated by one Party to the other, directly or indirectly through a third party, in accordance with the purpose described in Section 2, at any time and in any form whatsoever, including but not limited to paper documents, electronic documents and verbal or other communications. More specifically, the very existence of talks, letters of intent or a contractual relationship between the Parties constitutes Confidential Information (the "Confidential Information").

It is understood that Confidential Information does not include:

- a) Information that is already in the public domain at the time of its disclosure;
- b) Information that, although originally confidential, subsequently becomes public knowledge in a manner that does not constitute a breach of the Agreement;
- c) Information whose disclosure the Parties have authorized in writing;

- d) Information already known to a Party prior to its disclosure by the other Party, and for which written documentation proving such prior knowledge can be supplied upon request.

1.2. Authorized Parties

Means:

- a) Representatives or employees of a Party who:
 - i) need to know the Confidential Information of the Disclosing Party herein;
 - ii) were informed of the obligations with respect to the Confidential Information hereunder;
 - iii) have agreed to comply with these obligations.
- b) Subcontractors, suppliers or consultants of the Receiving Party who need to know the Confidential Information of the Disclosing Party, have been informed of their confidentiality obligations with respect to the Confidential Information, and have agreed in writing to comply with said obligations.
- c) For Notarius, the following entities, provided they need to know the Confidential Information of the Organization, have been informed of their confidentiality obligations and have agreed to comply with them:
 - i. Fiducie notariale des technologies informatiques ("FNTI," including its trustees), a Notarius shareholder;
 - ii. Notarius – Technologies et systèmes d'informations notariales (including its board members), also a Notarius shareholder;
 - iii. Chambre des notaires du Québec (including its board members and officers), a beneficiary of FNTI.

1.3. Disclosing Party

Means the Party who discloses Confidential Information under this Agreement.

1.4. Receiving Party

Means the Party who receives Confidential Information under this Agreement.

2. PURPOSE

The exchange of information between the Parties to **INDICATE SCOPE**.

3. COMMITMENT

3.1. Confidential Information

Upon receipt of any and all Confidential Information, the Parties hereby undertake to:

- a) Ensure that access and use of Confidential Information is restricted to Authorized Parties;
- b) Take and implement all appropriate measures to safeguard the confidentiality of the Confidential Information;
- c) Refrain from communicating, transmitting, exploiting or otherwise using, for itself or for others, the Confidential Information;
- d) In the event that the Receiving Party should find itself required to partially or fully disclose Confidential Information to a court, a government or any other legal authority, the Receiving Party shall not be deemed to be in breach of this Agreement but must, to the extent permitted by law, rapidly provide written notice to the Disclosing Party containing all relevant information necessary to assist the Disclosing Party in obtaining a protective order or other remedy to prevent said disclosure. The Receiving Party shall also provide the Disclosing Party all reasonable assistance required to obtain such an order or remedy. If the Disclosing Party cannot prevent the requesting authority from ordering

disclosure of Confidential Information, the Receiving Party further undertakes to provide only that part of the Confidential Information required by law, and nothing else.

3.2. Exclusion

The burden of proving that information is not confidential is borne by the Party wishing to exclude said information from the Agreement.

3.3. Restrictions

The Parties undertake to refrain, unless expressly authorized in writing by the other Party, from using Confidential Information for its own purposes or benefit, or those of a third party.

3.4. Property

Any and all Confidential Information provided or received by a Party shall remain the sole property of that Party.

Nothing in this Agreement shall be construed as granting any right or license to the Confidential Information, unless express provisions are made to that effect.

This Agreement shall not be construed as an expression of intent or a commitment to conclude any further agreements pertaining to the subject covered by this Agreement.

4. RESPONSIBILITY

Each Party is responsible for the application of this Agreement and will be held responsible in the event of a violation of any provision of the Agreement by an Authorized Party or by any other person whatsoever to whom it has provided access to the Confidential Information (including those who do not meet the definitions of an "Authorized Party" hereunder, such as a party that was not informed of their confidentiality obligations with regard to the Confidential Information, or that has not agreed to comply with said obligations).

5. WARRANTY

The Disclosing Party makes no representation and offers no warranty to the Receiving Party with respect to the accuracy or completeness of the Confidential Information provided by the Disclosing Party. Similarly, the Disclosing Party shall bear no liability for errors or omissions in the Confidential Information, or for any decision made by the Receiving Party based on the Confidential Information disclosed hereunder.

6. DAMAGE

The Parties acknowledge that unauthorized disclosure of information may cause harm or irreparable damage to the other Party. The Parties therefore agree that unauthorized disclosure will entitle the other Party to seek an injunction or other legal action to prevent unauthorized disclosure, without prejudice to any other recourse that may be appropriate under the circumstances.

7. INALIENABILITY

This Agreement shall not be conveyed, assigned or otherwise transferred by one Party, in whole or in part, directly or indirectly, in any manner whatsoever, without the express prior written authorization of the other Party.

Notwithstanding the foregoing, consent is not required when one Party undergoes restructuring. the rights and obligations under this agreement are assigned to an entity that is essentially the same as it was before restructuring.

8. PROVISION OF CONFIDENTIAL INFORMATION

At the written request of Disclosing Party, or upon the expiration or termination of this Agreement for any reason whatsoever, the Receiving Party shall: (a) if the Disclosing Party requires, return or destroy any and all Confidential Information of the Disclosing Party (including all copies) in its possession or under its control; (b) delete any and all files or data containing Confidential Information of the Disclosing Party from its computer systems; however, provided it complies with its confidentiality obligations hereunder, the Receiving Party shall have the right to retain (and therefore, to not return, delete or destroy) all derived information in the form of a single copy of the Confidential Information of the Disclosing Party, for archiving purposes, and to maintain a record of the information disclosed.

9. NON-SOLICITATION

The Parties undertake not to solicit, hire, engage or otherwise retain, directly or indirectly, any employee of the other Party without the prior written consent.

10. NOTICE

All notices required or given hereunder shall be provided in writing and sent by email to the addresses provided at the end of this Agreement.

Notice may also be sent to any other email addresses the Parties may from time to time provide in writing. The deemed date of receipt of any notice delivered hereunder shall be the date following the transmission date of the email.

11. TERMINATION OF AGREEMENT

Despite Section 12 herein, each Party may terminate this Agreement at any time by providing written notice to the other Party, without either Party incurring liability toward the other Party for ending the Agreement prematurely. Notwithstanding the expiration or termination of this Agreement for whatever reason, all confidentiality obligations of the Receiving Party shall continue to apply for TWO (2) years following the expiration or termination of the Agreement.

12. EFFECTIVE DATE

The Agreement comes into force on the date of the last signature of the Parties and is of perpetual duration, except as for the dispositions of the article 9 which are of the duration of two (2) years as from the coming into effect of the Agreement.

13. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Quebec.

IN WITNESS WHEREOF, THE PARTIES SIGNED AS FOLLOWS:

For NOTARIUS

For ORGANIZATION NAME

Name:

Name:

Title:

Title:

Email:

Email:

Date:

Date:

Signature:

Signature: