

## Confidentiality Agreement

### CONFIDENTIALITY AGREEMENT

The present Agreement was reached on \_\_\_\_\_, 201\_\_\_\_

BETWEEN: **INVESTISSEMENTS P. A. INC.**, company duly incorporated under the Business Corporations Act of New Brunswick and whose head office is located at 613-3 Chemin Truite, Rivière-à-la-Truite (Trout Stream), Gloucester County, New Brunswick (hereafter **“the Franchisor”**);

- and -

\_\_\_\_\_, of \_\_\_\_\_, Province of New Brunswick; \_\_\_\_\_, of \_\_\_\_\_, Province of New Brunswick, and \_\_\_\_\_, of \_\_\_\_\_, Province of New Brunswick (hereafter **“the potential Franchisee”**);

**CONSIDERING THAT** the Franchisor, having invested time, effort, and money, has developed a unique and distinct system which they own and the aim of which is to establish and operate café/bistro-style restaurants with drive-thru service under the name “Tazza Caffè” (hereafter **“the Franchise”**);

**CONSIDERING THAT** the potential Franchisee is initiating discussions with the Franchisor regarding the possibility of reaching a Franchise Agreement;

**CONSIDERING THAT**, during these discussions, the potential Franchisee may acquire information considered confidential, non-public, or exclusive in nature;

**CONSIDERING THAT** the potential Franchisee recognizes that the Franchisor is asking them to refrain from discussing the Franchise project and from disclosing any information (be it by written, oral, or electronic channels) to a third party (as described below), even if the information is known to the general public, since discussions between the potential Franchisee and a third party could jeopardize or be detrimental to the Franchisor’s interests;

**CONSIDERING THAT** the potential Franchisee has received information—financial, operational, and other—concerning the Franchisor, including confidential, non-public information. This information has been requested by the potential Franchisee so that they may evaluate a potential transaction with the Franchisor. It is recognized that, in the event that the potential Agreement is reached, it is in the Franchisor’s best interest to make the confidential

information available to the potential Franchisee so that the latter may evaluate any transaction.

**AS A RESULT, THE PRESENT AGREEMENT ATTESTS THAT**, in light of the above and considering the Agreements and obligations described below, as well as considering the payment of a nominal fee of 1 dollar (\$ 1.00) by the Franchisor to the potential Franchisee (the reception and validity of which are recognized by the present Agreement), the involved parties mutually agree to the following:

1. **Definitions:**

In this document, the following terms will have the following definitions:

- (a) "Third person" includes, but is not limited to, any person, company, association, organization, union, corporation, and any other entity or individual;
- (b) "Confidential information" refers to and encompasses any information acquired or received by the potential Franchisee from or concerning the Franchisor, including, without limiting the generality of the foregoing:
  - i. any information concerning the Franchise, even if this information is known or available to the general public;
  - ii. any information or data concerning the Franchise and the Franchisor;
  - iii. any financial information concerning the Franchise and the Franchisor;
  - iv. the present confidentiality Agreement.

2. **Non-disclosure:**

The potential Franchisee recognizes that any confidential information could be used to the detriment of the Franchisor and the Franchise, and that the Franchisee disclosing any confidential information could cause irreparable damage to the Franchisor and the Franchise. The potential Franchisee hereby agrees to respect unconditionally the confidential nature of all confidential information and to never disclose or communicate any confidential information to a third party, be it directly or indirectly, or knowingly use this information for any purpose whatsoever, **except with the Franchisor's written consent**. Furthermore, the potential Franchisee agrees to not discuss or communicate any aspect whatsoever of the confidential information, be it directly or indirectly, to any agent, director, employee, or any other representative EXCEPT if these individuals (i) have been informed of the confidential nature of the information and (ii) have duly completed and signed the certificate presented in Annex "A". The potential Franchisee will be held accountable for any violation of this Agreement committed by their directors, agents, employees, representatives, and other professional representatives.

3. **Necessary measures:**

The potential Franchisee agrees to take the necessary measures to ensure that the provisions of the present Agreement are respected to the same or greater degree that they would reasonably expect the confidentiality of their own information of the same nature to be respected.

4. **Return of confidential information:**

All documents, letters, reports, protocols, notes, journals, drawings, plans, maps, sketches, spreadsheets, data, and any other written material, correspondence, archive, or e-mail (including any electronic material) containing confidential information, as well as any copies of these materials, must be returned by the potential Franchisee upon written request to do so from the Franchisor or at any time at the Franchisor's discretion. Any copies of the materials that may have been made must be destroyed (subject to applicable laws and in consideration of requirements for internal auditing, in which case the provisions of the present Agreement will continue to be applied to the confidential information which remains to be processed) in compliance with the procedure determined by the Franchisor concerning the destruction of similar confidential material.

5. **Claim for injunction:**

The potential Franchisee agrees that, in the event of a real or possible violation of any provision of the present Agreement by the Franchisee, the Franchisor has the right to seek an injunction in order to stop or prevent any violation of the present Agreement by the potential Franchisee, as well as the right to pursue without restriction any duty, right, or recourse legally available to the Franchisor.

6. **Severability:**

If any condition, term, or provision of the present Agreement is deemed void, invalid, or unenforceable, in whole or in part, that condition, term, or provision will be considered dissociated from the conditions, terms, provisions, and valid sections of the present Agreement. The severability of this condition, term, or provision will in no way impact the validity of any other condition, term, or provision of the present Agreement, which will remain in full force and effect.

7. **License of rights:**

All parties agree that the present Agreement is in no way transferable or assignable by the potential Franchisee, except with the Franchisor's written consent.

8. **Applicable law:**

The present Agreement shall remain subject to the laws of the province of New Brunswick, the courts of the province of New Brunswick having sole jurisdiction in respect of any action or proceeding arising out of the present Agreement.

9. **Application:**

This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties hereto have duly signed and executed this Agreement on the first date indicated above.

**INVESTISSEMENTS P. A. INC.**

By: Ronald Losier, President

SIGNED, COUNTERSIGNED, AND DELIVERED )

in the presence of:

And:

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**Annex "A"**

I, undersigned, \_\_\_\_\_, employee or associate of the Franchise, in return for a nominal amount of 1 dollar (\$ 1.00) which has been paid to me by the Franchisee, hereby recognize and confirm that I am aware of the terms and conditions of the confidentiality Agreement between \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and the Franchisor signed on \_\_\_\_\_, 20\_\_\_\_, and I hereby agree that I must comply with the terms and conditions presented in said Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee or associate

