

L4.PRO-VA-STP-0022-UC-EH-A

# NON-DISCLOSEURE AGREEMENT

Revision : 2.0, May 30th, 2024

SECTION	EDITION	REVISION	DATE	CHANGE DESCRIPTION	AUTHOR	APPROVER
ALL	2	0	30 May 2024	New Company Name, Logo Change, Contents Unchanged	VJ	BU
ALL	1	0	12 Feb 2022	New Format, Contents Unchanged	BU	MB
All	0	0		New Document		

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# NON-DISCLOSURE AGREEMENT



This Agreement for Nondisclosure of Confidential Information (the "**Agreement**") is made as of [Click or tap here to enter text.](#) (the "**Effective Date**")

## BETWEEN:

**SITE Resource Group Inc.**, a business incorporated under the laws of the Province of Alberta, with an office at 170, 120 Pembina Road, Sherwood Park, Alberta, T8H0M2, Canada (hereinafter referred to as "**SITE RESOURCE GROUP INC.**"),

## AND

[Click or tap here to enter text.](#), a business incorporated under the laws of the Province of [Click or tap here to enter text.](#), with an office at [Click or tap here to enter text.](#) (hereinafter referred to as "**Company**").

(each a "**Party**", and together the "**Parties**" and either the "**Disclosing Party**" or the "**Receiving Party**")

## RECITALS:

- A. SITE RESOURCE GROUP INC. and Company intend to conduct business, wherein Company may become a supplier of goods or services to SITE RESOURCE GROUP INC. (the "**Transaction**") and in doing so, may require the disclosure of valuable proprietary information relating to each Party's operations and business.
- B. SITE RESOURCE GROUP INC. and Company would like to protect the confidentiality of, maintain rights in, and prevent the unauthorized use and disclosure of such information.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. **Confidential Information.** As used in this Agreement, "Confidential Information" means all products and written, verbal or electronic information that is not generally known to the public, whether of a technical, business, or other nature (including, without limitation, data, testing, business projections, financials, engineering specifications, drawings, processes, technologies, methods, costs, purchasing, inventory, energy usage, finances, business affairs of the Parties or their Representatives or any third parties who provided such information to a Party pursuant to a confidentiality arrangement, and any other information disclosed in

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discussions contemplated hereunder), that is disclosed by one Party to the other and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary and confidential. Confidential Information also includes all information concerning the existence and progress of the Parties' dealings with each other, including the negotiation and existence of this Agreement.

- 2. Use of Confidential Information.** Each Party and their Representatives, except as expressly provided in this Agreement, will not disclose Confidential Information to anyone without the other Party's prior written consent, and will not use or permit others to use Confidential Information for any purpose other than as described herein. The Parties will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature, and shall promptly inform the other Party if it becomes aware that Confidential Information has been disclosed at any time to an unauthorized third party.
- 3. Exceptions.** The provisions of Section 2 will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known by a Party or its Representative at the time of its receipt from the other Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act; or (iv) can be shown by documentation to have been independently developed by a Party or its Representative without reference to any Confidential Information.
- 4. Personnel.** The Parties will keep the Confidential Information completely confidential; provided, however, that such information may be disclosed to directors, officers, employees, affiliates, parents, divisions and subsidiaries, agents, representatives (including attorneys, accountants, engineers, investment bankers, and financial advisors), lenders, and other sources of financing (collectively "Representatives"), and to subcontractors, consultants and Representatives of an affiliate, who need to know such information (it being understood that the subcontractors, consultants and Representatives shall be informed of the confidential nature of such information and shall be directed, and shall each expressly agree, to treat such information as confidential in accordance with this Agreement) for purposes of evaluating and negotiating said business opportunities. Without limiting the generality of the foregoing, in the event an agreement is not reached, neither Party nor its Representatives

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shall use any of the Confidential Information for any purpose for the duration of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives, and will ensure that anyone receiving Confidential Information through it complies with this Agreement.

- 5. Disclosure of Confidential Information.** If a Party becomes legally obligated or compelled (by interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose Confidential Information, it will, to the extent permitted by applicable law, give prompt written notice to allow the other Party to seek a protective order or other appropriate remedy, and will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed. In the event that such protective order or other remedy is not obtained, or the disclosing Party grants a waiver hereunder, the receiving Party or such Representative may furnish that portion of the Confidential Information which the receiving Party or such Representative is legally compelled to disclose or else stand liable for contempt or suffer other censure or penalty; provided, however, that the receiving Party shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.
- 6. Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the disclosing Party, and the receiving Party.
- 7. Return of Confidential Information.** Upon written request, each Party promptly will return or destroy all tangible material embodying Confidential Information in any form and including, without limitation, all summaries, copies, excerpts, extracts, or other reproductions of Confidential Information (whatever the form or storage medium), and will destroy, and expunge from any easily accessible computer operating system (without obligation to search backup tapes or previously utilized operating systems) or other device in its possession or under its control, all analyses, compilations, notes, studies, memoranda, or other documents prepared by it to the extent that the same contain, reflect, or derive from Confidential Information; provided that each Party will be entitled to retain a copy of Confidential Information where required by law.
- 8. Independent Development.** Each Party acknowledges that the other may currently or in the future be developing information internally, or receiving information from other parties, that is similar to its Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that a Party will not develop or have developed

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for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that a Party does not violate any of its obligations under this Agreement in connection with such development.

- 9. Injunctive Relief.** The Parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or for which there may be an inadequate remedy, and therefore agree that each Party will have the right, in addition to its other rights and remedies, to seek injunctive relief or specific performance for any violation of this Agreement.
- 10. Limited Relationship.** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent Receiving Party and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.
- 11. No Express or Implied Warranties.** Each Party will endeavor to provide Confidential Information it believes to be relevant, and acknowledges that neither Party, nor any of its Representatives, makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. The Parties agree that they will be entitled to rely solely on such representations and warranties as may be included in any executed definitive agreement between the Parties, and subject to such limitations and restrictions as may be contained therein.
- 12. Cumulative Obligations.** Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law.
- 13. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties in relation to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties.
- 14. Termination.** This Agreement will terminate upon the completion of the Transaction or by formal agreement between the Parties, or upon notice by one Party to the other that completion of the Transaction or formal agreement cannot be reached. In the event of notice that the Transaction or formal agreement cannot be reached, the obligations of confidence set out in this Agreement shall continue in full force and effect for a period of one (1) year from the date hereof notwithstanding the return or destruction of Confidential Information and any copies thereof.

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- 15. Non-waiver.** Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 16. Law.** This Agreement will be governed, enforced, construed, and interpreted in accordance with the laws of Alberta without reference to its choice of law rules, and may be executed in counterpart copies. All disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be litigated, if at all, in and before a Court located in Edmonton, Alberta to the exclusion of the Courts of any other Province, Territory, or jurisdiction. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- 17. Assignment.** This Agreement shall be binding upon and for the benefit of the undersigned Parties, their affiliates, successors, and assigns, provided that it may not be assigned without the prior written consent of the non-assigning Party.
- 18. Notice.** Any notices and other communications hereunder shall be in writing and shall be deemed delivered (i) on the date given if delivered personally, or (ii) two (2) days after received by email, or sent by first class registered mail, postage prepaid, to the properly addressed Parties, respectively, as follows:

For notices and communications to SITE RESOURCE GROUP INC.: SITE RESOURCE GROUP INC.

#170, 120 Pembina Road  
Sherwood Park, AB, T8H0M2  
Attention: Shona Pilgrim  
Email: [spilgrim@siterg.com](mailto:spilgrim@siterg.com)

For notices and communications to Company:

[Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Attention: [Click or tap here to enter text.](#)  
Email: [Click or tap here to enter text.](#)

Or such other place or places as directed by the Parties in writing.

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**19. Successors and Assigns.** This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective, successors and permitted assigns.

**IN WITNESS OF WHEREOF**, the undersigned has executed this Agreement on behalf of the Parties as of the date first written above.

**SITE RESOURCE GROUP INC.**  
enter text.

Click or tap here to

\_\_\_\_\_  
**Per:**  
**Name:**  
**Title:**

\_\_\_\_\_  
**Per:**  
**Name:**  
**Title:**

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