

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

Dealership Name  
a company having a registered address at  
address  
city, province/state  
postal code/zip code

(hereinafter the “**CLIENT**”)

AND

**LION PARTNERSHIP**  
a corporation legally established and  
having its registered office at  
1300 Cornwall Road  
Oakville, Ontario  
L6J 7W5

(hereinafter the “**COMPANY**”)

**WHEREAS** the purpose of this AGREEMENT is to allow the COMPANY to share certain technical and business information with the CLIENT under the terms that will protect the confidential and proprietary nature of the information.

**AND WHEREAS** information will be disclosed for the purpose of establishing the basis for discussions with a possible negotiated transaction with or involving the COMPANY (the **TRANSACTION**), it is intent of the parties that the AGREEMENT will remain in effect even if the relationship between the two parties becomes more formalized.

**NOW THEREFORE** for valid consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In this AGREEMENT the following words, terms and expressions, and any derivatives thereof as the context may require, will have the following meanings:

- (a) “**AFFILIATE**” means a Person, Company, or other form of entity or enterprise which directly or indirectly controls or is controlled by a party or is under the control of a third party which also controls a party, where “**CONTROL**” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

- (b) **“CONFIDENTIAL INFORMATION”** means all data and information whether in written, machine readable or other tangible form, discussed orally, that is of value to the COMPANY or the COMPANY’S AFFILIATES or subsidiaries, is not generally known to competitors of the COMPANY and which is communicated with the RECIPIENT in contemplation of the AGREEMENT. Likewise, all data and information whether in written, machine readable or other tangible form, discussed orally, that is of value to the CLIENT or the CLIENT’S AFFILIATES or subsidiaries, is not generally known to competitors of the CLIENT and which is communicated with the COMPANY in contemplation of the AGREEMENT. CONFIDENTIAL INFORMATION shall include but not be limited to product, operational, legal, economic, environmental, digital, engineering, prospecting, title, technical, planning, feasibility, or financial matters of the COMPANY or CLIENT relating to physical evidence either written or oral including data, agreements, proposed business or marketing plans, financial information, trade secrets, know-how, formulae, processes, drawings, proprietary information and any other non-public information that concerns the business and operations of the COMPANY, COMPANY AFFILIATES or subsidiaries and the CLIENT, CLIENT’S AFFILIATES and subsidiaries; and
- (c) **“PERSON”** means and includes an individual, firm, sole proprietorship, partnership, joint venture, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, trust, body corporate (including limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, government entity, syndicate, or other entity, whether or not having legal status.

2. **PERMITTED USES OF CONFIDENTIAL INFORMATION.** In consideration of the disclosure of the CONFIDENTIAL INFORMATION by the CLIENT to the COMPANY, the COMPANY agrees that it shall:

- (a) use the CONFIDENTIAL INFORMATION only for the purposes of, and in connection with, the performance of its obligation under this AGREEMENT and, for greater certainty, not use CONFIDENTIAL INFORMATION for competitive purposes;
- (b) hold such CONFIDENTIAL INFORMATION in confidence, with at least the same degree of care which it protects its own confidential and proprietary information, and at a minimum in accordance with reasonably prudent standards;
- (c) restrict disclosure of the CONFIDENTIAL INFORMATION solely to its employees, professional advisors, and consultants with a need to know the CONFIDENTIAL INFORMATION for the purposes contemplated herein this AGREEMENT and are bound to maintain such CONFIDENTIAL INFORMATION in confidence under the terms and conditions similar to, and no less stringent than, those set out herein and advise such PERSONS of their obligation under this AGREEMENT with respect to

CONFIDENTIAL INFORMATION. The COMPANY hereby assumes responsibility for any disclosure of CONFIDENTIAL INFORMATION by any PERSON to whom disclosure of CONFIDENTIAL INFORMATION is permitted under this AGREEMENT. The COMPANY shall take all reasonably necessary measures to restrain any PERSON to whom disclosure of CONFIDENTIAL INFORMATION is permitted under this AGREEMENT from unauthorized disclosure or use of CONFIDENTIAL INFORMATION;

- (d) except in connection with the purpose contemplated herein the AGREEMENT, not copy or duplicate such CONFIDENTIAL INFORMATION or knowingly allow anyone else to copy or duplicate such CONFIDENTIAL INFORMATION;
- (e) upon the RECIPIENT'S request in writing, the COMPANY will promptly and, in any event, within twenty (20) business days after your receipt of such request, return or destroy all copies of the CONFIDENTIAL INFORMATION in whatever form, including all electronic and hard copies, and notes thereof, regardless of whether such information was made or compiled the COMPANY or furnished by the CLIENT. The COMPANY may, however, retain (a) one copy of the CONFIDENTIAL INFORMATION or other matter constituting CONFIDENTIAL INFORMATION in secure storage , for use in the event of litigation or a dispute relating to this AGREEMENT, (b) any CONFIDENTIAL INFORMATION which is contained in the minutes of any meeting and (c) any electronic CONFIDENTIAL INFORMATION which is retained in the COMPANY'S back-up servers I f such CONFIDENTIAL INFORMATION is not intentionally made available to any PERSON, and is deleted in accordance with the COMPANY'S normal course of record retention policies. Any CONFIDENTIAL INFORMATION that is not returned or destroyed remains subject to the obligations under this AGREEMENT;
- (f) notify the other upon discovery of any unauthorized or improper use or disclosure of any CONFIDENTIAL INFORMATION, or any breach of this AGREEMENT, and will offer all reasonable cooperation to regain possession or to prevent further unauthorized use or disclosure of the CONFIDENTIAL INFORMATION; and
- (g) segregate CONFIDENTIAL INFORMATION from other materials to prevent comingling.

3. **EXCEPTIONS OT CONFIDENTIAL INFORMATION**. The restrictions in this AGREEMENT on use and disclosure of CONFIDENTIAL INFORMATION shall not apply to information that:

- (a) shall become generally known through no act of the COMPANY or is in the public domain or subsequently enters the public domain other than through unauthorized disclosure from the COMPANY;
- (b) was disclosed to the COMPANY on a non-confidential basis by a third party having lawful possession and the right to make such disclosure, who was not under an obligation of confidence regarding the information, who was not identified to the

RECIPIENT as an Agent of the COMPANY and provided that the CLIENT would not reasonably expect that such third party had obtained such information in a confidential manner from the COMPANY;

- (c) was in legitimate possession of COMPANY prior to its disclosure hereunder, as evidenced by appropriate records;
- (d) is independently developed by the COMPANY in the future without the use of CONFIDENTIAL INFORMATION, as evidenced by appropriate records;
- (e) is approved in writing by the CLIENT for the release or other use by the COMPANY in accordance to the terms set out in such written approval; or
- (f) which is disclosed pursuant to a requirement or request of a government agency, subpoena or other legal proceeding if, in the opinion of the COMPANY's legal counsel, nondisclosure would result in contempt proceeding against the COMPANY. If disclosure is requested, the COMPANY shall provide the CLIENT with prompt notice of such request to enable the CLIENT to seek a protective order and to take such reasonable steps to limit the amount of disclosure. The COMPANY recognizes and agrees, so as to permit the fullest of discussion and disclosure, that the COMPANY shall not make use of the fact of these discussion or the CONFIDENTIAL INFORMATION to the detriment or adverse interest of the CLIENT in proceedings of any nature whatsoever, public or otherwise.

4. **NO WARRANTIES.** The COMPANY acknowledges that neither the CLIENT nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed by the CLIENT, except as may be otherwise agreed to in writing between the two parties. Neither the COMPANY nor its representatives shall have any liability to CLIENT, any of the CLIENT's representatives or any other PERSON, relating or arising to the use of the CONFIDENTIAL INFORMATION, or for any errors therein or omissions therefrom, and the CLIENT assumes full responsibility for all conclusions the COMPANY derives from the CONFIDENTIAL INFORMATION, except as may be otherwise agreed in writing between the parties. The COMPANY acknowledges and agrees that is not entitled to rely on the accuracy or completeness of the CONFIDENTIAL INFORMATION disclosed by the CLIENT. Nothing in this AGREEMENT shall be construed as obligating to the CLIENT to provide, or to continue to provide, any information to any PERSON.

5. **DISCLOSURE TO AFFILIATES.** Notwithstanding anything herein, the COMPANY shall be free to disclose the CONFIDENTIAL INFORMATION to its AFFILIATES and employees thereof with a need to know the CONFIDENTIAL INFORMATION provided that such AFFIATES and employees agree to be bound by confidentiality obligations similar to, but no less stringent than those contained herein.

6. **INJUNCTIVE RELIEF.** The COMPANY acknowledges that the CLIENT would be irreparably harmed if any provision of this agreement were not performed by the COMPANY or its representatives in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in monetary damages. The COMPANY further acknowledges that the CLIENT will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this agreement or to enforce the terms and provisions thereof, by an action instituted in a court of competence jurisdiction, which remedy, or remedies are in addition to any other remedy to which the COMPANY or CLIENT may be entitled at law or equity.
7. **NO INTELLECTUAL PROPERTY RIGHTS.** The COMPANY and CLIENT both acknowledge and agree that nothing contained in this AGREEMENT shall be construed as granting any rights by license or otherwise, under any patent, copyright, trademark, trade secret, or any other intellectual property rights in or concerning the CONFIDENTIAL INFORMATION.
8. **TERM.** The obligation to protect the CONFIDENTIAL INFORMATION received hereunder shall continue for a period of three (3) years following disclosure of such CONFIDENTIAL INFORMATION. The termination of this AGREEMENT will not release the parties from any obligations that by their nature survive the termination of the AGREEMENT.
9. **SUCCESSORS AND ASSIGNS; TRANSFERS.** This AGREEMENT shall be binding upon the parties and their respective heirs, successors, and assigns. The COMPANY shall not voluntarily or by operation of the law assign, transfer, license or otherwise transfer all or any part of its rights or obligations under this AGREEMENT without the CLIENT'S prior written consent. Any attempt to make an assignment in violation of this provision shall be null and void. No assignments shall release the COMPANY from its obligations under this AGREEMENT.
10. **NOTICES.** Any notice request, demand, consent, or other communication provided or permitted under this AGREEMENT shall be in writing and shall be deemed to sufficiently given if personally delivered, sent by facsimile, or sent by registered mail postage prepaid to the party for which it is intended at its address set forth above. Any notice so given shall be deemed to have been received on the date on which it was delivered in person, or sent by facsimile, or if sent by registered mail only (which method of service shall not be a valid method of providing notice during a postal strike), five (5) business days after sending. Either party may, by notice in writing to the other party, designate a different address to be sent to it.
11. **GOVERNING LAW.** This AGREEMENT shall be governed, construed, and applied in compliance with the laws of the Province of Ontario, Canada.
12. **AMENDMENTS.** Any variation of the terms and conditions contained in this AGREEMENT and any revisions or emendations thereto, may be undertaken with the mutual consent

of the parties, if those variations revisions, emendations, or modifications of any sort, are in writing and signed by an authorized representative of each party.

13. **CORPORATE AND SIGNING AUTHORITY**. Each part warrants that it has full power and authority to enter into and do all things necessary for the performance of this AGREEMENT. Each signatory to this AGREEMENT warrants that he or she is authorized to sign on behalf of the party for whom he or she acts.
14. **INDEMNIFICATION**. The COMPANY shall defend, hold harmless and indemnify the CLIENT and its directors, officers, employees, agents, advisors, and consultants against all costs, losses, damages, and liabilities arising out of any breach of this AGREEMENT by the COMPANY or the COMPANY'S representative, unless such cost, is a result of the CLIENT'S gross negligence or willful misconduct. Section 14 will survive the termination of this AGREEMENT.
15. **SERVERABILITY**. If any term of the AGREEMENT shall be held to be illegal, invalid, or unenforceable by a court of competence jurisdiction, the remaining terms hereof shall remaining terms of the AGREEMENT shall remain in full force and effect.
16. **COUNTERPARTS**. This AGREEMENT may be executed by the parties in one or more counterparts and may be delivered by facsimile or other means of electronic transmission, each of which when delivered shall be delivered shall be deemed to be an original and all of which shall together constitute one and the same AGREEMENT.
17. **ENTIRE AGREEMENT**. This document contains the entire AGREEMENT between both parties as to the subject matter hereof and supersedes any previous oral or written understandings, commitments between the parties pertaining to the subject matter of this AGREEMENT.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals.

Per: \_\_\_\_\_ Per: \_\_\_\_\_  
An Authorized Signatory An Authorized Signatory  
**CLIENT** **COMPANY**