

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is made as of _____, 2024.

B E T W E E N :

[●] a corporation validly existing under the laws of **[JURISDICTION]** and having its offices at **[ADDRESS]** (“**Interested Party**”)

- and -

Earth Alive Clean Technologies Inc., a corporation subsisting under the laws of Canada (the “**Target**”)

each individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS the Interested Party has requested that the Target provides it with certain operational, financial and other information relating to the Target and/or its affiliates (as defined under the *Business Corporations Act* (Quebec)), including confidential, proprietary or protected information not generally disclosed to the public for the sole purpose of considering and evaluating a potential transaction between the Parties (the “**Permitted Purpose**”) whereby the Interested Party may acquire up to 100% of the issued and outstanding shares of the Target (the “**Proposed Transaction**”); and

WHEREAS the Interested Party desires to receive Confidential Information (as hereinafter defined) of the Target and it is in the interest of the Target that certain Confidential Information be made available to the Interested Party for the Permitted Purpose on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

- 1. Confidential Information.** The purpose of this Agreement is to set out the provisions which are to apply with respect to any and all information in any form whatsoever, tangible or intangible, whether or not identified as confidential at the time of disclosure, that may be provided or made available by the Target, its affiliates, or their respective Representatives (as hereinafter defined) to the Interested Party or its Representatives in connection with the Proposed Transaction, whether before or after execution of this Agreement, including, without limitation, all financial, technical and operational information, various agreements, information about the business, products and services of the Target and/or its affiliates, as well as all analyses, compilations, studies or other associated documents (collectively, the “**Confidential Information**”). By signing this Agreement, the Interested Party hereby undertakes to fully comply with and abide by and ensure that its Representatives abide by each and all of the provisions stated herein which have the purpose of protecting the confidential nature of the Confidential Information. The Interested Party and its Representatives will take all reasonable, necessary and appropriate steps to safeguard the Confidential Information from disclosure to any person other than as permitted by this Agreement. For the purposes of this Agreement, “**person**” will be broadly interpreted to include, without limitation, any individual, corporation, group, partnership, trust, governmental or regulatory authority or other entity. The Interested Party acknowledges and accepts that the Target may choose not to disclose information that is, in its sole discretion, deemed to be of sensitive nature unless and until a definitive agreement is signed in connection with the Proposed Transaction.

2. **Exclusions.** Notwithstanding the foregoing, "Confidential Information" will not include any information which:
 - a) is or becomes generally available to the public other than as a result of a disclosure by the Interested Party or its Representatives;
 - b) was known or becomes available to the Interested Party on a non-confidential basis from a source other than the Target or its Representatives, provided that such source was not (i) bound by a confidentiality agreement, (ii) otherwise prohibited from giving the Confidential Information to the Interested Party on a non-confidential basis; or
 - c) is or was independently developed by the Interested Party or its Representatives without using any part of the Confidential Information and by personnel that did not have access to the Confidential Information.
3. **Handling of Confidential Information.** The Interested Party and its Representatives will keep the Confidential Information confidential and will not, without the prior written consent of the Target, and except as required by applicable law, disclose the Confidential Information in any manner whatsoever, in whole or in part. The Interested Party agrees to solely use, and to cause its Representatives to use, the Confidential Information for the Permitted Purpose and not in any way, directly or indirectly, (i) to advance its own or its affiliates' respective market positions or to provide it or its affiliates with a competitive advantage, or (ii) in a manner that could reasonably be deemed to be detrimental to the Target or any of its affiliates. Moreover, the Interested Party may allow access to the Confidential Information exclusively to those of its affiliates, directors, officers, agents, legal or financial advisors, auditors, representatives and employees as well as potential sources of debt financing (collectively, "**Representatives**") who have a reasonable need to know about the Confidential Information for the Permitted Purpose, who are informed of the confidential nature of the information and who have agreed to restrict the use of the Confidential Information to the Permitted Purpose and to accord confidential treatment to such information. The Interested Party will be liable for any breach of this Agreement by its Representatives.
4. **Transaction Non-Disclosure.** The Interested Party will not, without the Target's prior written consent, and will direct its Representatives and financing sources not to, make any public comment, statement or communication or otherwise disclose to any person (i) that Confidential Information is being made available to the Interested Party, its Representatives or financing sources, (ii) that discussions or negotiations are taking place or have taken place concerning the Proposed Transaction, or (iii) any of the terms, conditions or other facts with respect to the Proposed Transaction, including the existence and contents of this Agreement (all such information in clauses (i), (ii) and (iii) being deemed Confidential Information under this Agreement).
5. **Ownership of Confidential Information.** All Confidential Information received by the Interested Party or its Representatives from the Target, its affiliates, and/or its Representatives, will remain the sole and exclusive property of the Target and/or its affiliates, as applicable, and nothing herein will be considered as granting the Interested Party or its Representatives any proprietary rights in such Confidential Information. The Target may, at any time and from time to time, disclose the Confidential Information to other persons in connection with other possible transactions or for any other purpose.
6. **Legally Required Disclosure.** If the Interested Party or anyone to whom the Interested Party transmits the Confidential Information pursuant to this Agreement is required by applicable law, statute, regulation, securities commissions, or other regulatory authorities or bodies to disclose the existence of the Proposed Transaction (or any element of it) or any of the Confidential Information, the Interested Party will immediately notify the Target in writing so that it may, if the circumstances permit, seek a protective order or other appropriate remedy. In addition, the Interested Party will

cooperate with the Target in its efforts to obtain a protective order or other appropriate remedy, and each Party will be responsible for its own fees, costs and expenses incurred in respect of same. In the event that such protective order or other remedy either is not obtained and disclosure is required, the Interested Party and its Representatives will only disclose that portion of the transaction details or Confidential Information which is legally required, as determined by legal counsel to the Interested Party, acting reasonably, and the Interested Party will use its best efforts to obtain written assurances that the Confidential Information and the details of the Proposed Transaction will be treated confidentially. Where disclosure is required by way of public announcement, the Interested Party will obtain the Target's approval regarding the proposed wording prior to any such disclosure.

7. **Privilege.** The Interested Party acknowledges that certain of the Information to which it may be given access pursuant to this Agreement is information to which solicitor – client privilege and/or litigation privilege (“**Privilege**”) attaches (collectively, the “**Privileged Information**”). The Interested Party acknowledges and agrees that access to the Privileged Information is being provided solely for the Permitted Purpose and that such access is not intended and should not be interpreted as a waiver of any Privilege in respect of any Privileged Information or of any right to assert or claim Privilege in respect of any Privileged Information. To the extent there is any waiver of Privilege, it is intended to be a limited waiver in favour of the Interested Party, solely for the Permitted Purpose and on the terms and conditions set out in this Agreement.
8. **Return of Confidential Information.** If the Parties decide not to proceed with the Proposed Transaction, the Confidential Information, together with all copies or other reproductions in whole or in part thereof (including, for greater certainty, any notes, analyses, compilations, studies, or other documents based on the Confidential Information and prepared by the Interested Party or its Representatives), will be immediately returned to the Target or, at the option of the Interested Party, will be destroyed; in which case, written confirmation by an authorized officer of the Interested Party supervising such destruction will be delivered to the Target.
9. **Electronic Retention.** Notwithstanding section 8 of this Agreement, the Interested Party will be permitted to retain one (1) copy of Confidential Information (i) if and as long as required by applicable law, regulation, administrative or court order or for internal auditing purposes, and (ii) as electronic data stored due to automatic archiving and back-up procedures (any Confidential Information not returned or destroyed pursuant to the foregoing, the “**Retained Information**” and such bases for retaining Confidential Information, “**Compliance Purposes**”), provided that the Interested Party and its Representatives (a) will not subsequently use or access the Retained Information for any purpose other than the Compliance Purposes, (b) will keep the Retained Information confidential pursuant to the terms of this Agreement notwithstanding the termination of this Agreement, until the earlier of the date such Retained Information is actually destroyed or returned to the Target, and (c) the Interested Party will not retain any Retained Information beyond the period required by its record retention policies and procedures and by applicable law, regulation, administrative or court order or internal auditing policies.
10. **No Warranties/No Liability.** Neither the Target, its affiliates, or any of their Representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information and no rights or licenses, express or implied, are hereby granted to the Interested Party or its Representatives under or in any patents, copyrights, trade secrets or Confidential Information of the Target or its affiliates as a result of, or related to, this Agreement. The Interested Party acknowledges and agrees that none of the Target, its affiliates, or any of their Representatives will have any liability to the Interested Party, any of its Representatives or any of its financing sources for any liability, loss or damage resulting from the use of the Confidential Information by the Interested Party, its Representatives or its financing sources. Only those representations and warranties that may be made by the Target and/or its affiliates in a definitive agreement for the Proposed Transaction, when, as, and if executed and subject to such limitations and restrictions as may be specified therein, will have any legal effect, and the Parties agree that if they determine to enter into such an agreement in

connection with the Proposed Transaction, such determination will be based solely on the terms of such written agreement and on the Interested Party's own investigation, analysis, and assessment of the Confidential Information and the Proposed Transaction.

11. **Remedies.** The Interested Party will be liable for any breach of this Agreement by itself, by its Representatives or by its financing sources. The Interested Party understands and agrees that monetary damages would not be an adequate or sufficient remedy for any breach or threatened breach of this Agreement and that the Target may be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach by the Interested Party or its Representatives, without proof of actual damages, in addition to and not in substitution for any other remedy the Target may have.
12. **No Obligation.** Nothing in this Agreement will impose any obligation on the Target, its affiliates, or the Interested Party to enter into any agreements with respect to the Proposed Transaction. The Interested Party understands that (a) the Target and its affiliates shall be free to conduct any process for any transaction involving the Target and its affiliates as they may in their sole discretion determine (including negotiating with any other interested party and entering into a definitive agreement without prior notice), (b) any procedures relating to such process or transaction may be changed at any time without notice, and (c) the Interested Party shall have no claim against the Target, its affiliates, or any of their Representatives arising out of the foregoing.
13. **Information Requests.** Raymond Chabot Grant Thornton & Co. LLP or an affiliate thereof ("**RCGT**") has been mandated by the Target and its affiliates to assist with the Proposed Transaction. Representatives of RCGT are available to assist and answer questions about the process. Any requests for Confidential Information or other communications respecting the Proposed Transaction and any questions regarding process, procedures or other matters for the Target and its affiliates must be submitted in writing to the representatives of RCGT identified to you for such purpose.
14. **No Other Contact.** The Interested Party will not and will direct its respective Representatives and financing sources not to, contact any director, officer, employee, agent, customer, landlord, or supplier of the Target or its affiliates (other than with the prior written consent of the Target) with respect to the Proposed Transaction, the Confidential Information or any other matter contemplated in this Agreement.
15. **Non-solicitation.** For a period of two (2) years from the date hereof, the Interested Party will not, on its own behalf or on behalf of or in connection with any other person or entity, directly or indirectly, in any capacity whatsoever, (i) employ, attempt to employ, retain, attempt to retain, offer employment to or solicit the employment or engagement of or otherwise entice away from the employment of the Target or its affiliates, any individual employed by the Target or its affiliates or that was in its employ in the preceding twelve (12) months, with whom the Interested Party or any of its Representatives has had contact or who otherwise became known to the Interested Party or any of its Representatives in the context of the Proposed Transaction, whether such individual would commit any breach of his or its contract or terms of employment as a result thereof, or (ii) procure or assist any person or entity to employ, offer employment or solicit the employment or engagement of or otherwise entice away from their employment any such individual; provided, however, that this section 15 does not apply where a person responds to a general advertisement not specifically directed at the Target or its affiliates and published in a newspaper, magazine, trade or other publication, or on a website.
16. **Not a Broker or a Representative.** The Interested Party hereby represents and warrants at all times that:
 - a) it is not acting as a broker for, or representative of, any person in connection with the Proposed Transaction, and that it is considering the Proposed Transaction only for its own account. Except with the prior written consent of the Target, the Interested Party warrants

that neither itself nor any of its affiliates will (i) act as a joint bidder or co-bidder with any other person with respect to the Proposed Transaction and (ii) enter into any discussions, negotiations, agreements, arrangements or understandings (whether written or oral) with any other person regarding the Proposed Transaction, other than the Target and its Representatives, and the Interested Party Representatives (to the extent permitted hereunder); and

- b) neither the Interested Party nor any of its affiliates is party to any agreement, arrangement or understanding (whether written or oral) that would restrict the ability of any person to provide financing (debt, equity or otherwise) to any other person for the Proposed Transaction or any similar transaction, and the Interested Party hereby agrees that neither itself nor any of its affiliates will directly or indirectly restrict the ability of any person to provide any such financing.

- 17. Data Room.** In case of conflict, the terms of this Agreement will prevail over any terms and conditions imposed by any web-based database or similar repository of Confidential Information to which the Interested Party or any of its Representatives is granted access in connection with the Permitted Purpose, notwithstanding acceptance of such confidential information memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such terms and conditions.
- 18. No Waiver.** No failure or delay by the Target in exercising any right, power or privilege in this Agreement operates as a waiver thereof nor will any single or partial exercise preclude any other or future exercise of any such right, power or privilege.
- 19. Entire Agreement / Amendments.** This Agreement embodies the entire understanding between the Target and the Interested Party with respect to the Confidential Information and supersedes any prior agreements relating thereto. This Agreement and any of its provisions may only be modified or waived in writing by the Parties or, in the case of a waiver, by the Party waiving compliance, and explicitly refers to this Agreement.
- 20. Notices.** Except as otherwise specifically set out in this Agreement, notices authorized or required by this Agreement will be in writing and given by delivering it or sending it by email addressed to:

- a) To the Target at:

Attention: Saki Tzanidis
 Email: Tzanidis.Saki@rcgt.com

Raymond Chabot Grant Thornton & Co. LLP
 600, De La Gauchetière Street West, Suite 2000
 Montréal QC H3B 4L8

- b) to the Interested Party at:
[INSERT NAME AND CONTACT INFO]

21. **Survival.** The obligations contained in this Agreement will survive the termination of the discussions between the Parties prior to, during, or following the Proposed Transaction and will terminate two (2) years from the date hereof. Notwithstanding the foregoing, the confidentiality, non-disclosure and non-use obligations set forth herein shall continue beyond the expiration of this Agreement as to any Retained Information for so long as it is retained; provided further that the confidentiality, non-disclosure and non-use obligations set forth herein shall continue beyond the expiration of this Agreement as to any Confidential Information that constitutes a trade secret for so long as such information constitutes a trade secret; and provided further that this Agreement shall survive as to any breach that occurred prior to the expiration of this Agreement.
22. **Assignment.** The Interested Party will not assign this Agreement without the prior written consent of the Target. This Agreement will be binding upon and will inure to the benefit of the Parties hereto, their representatives, successors and permitted assigns. The Interested Party acknowledges and agrees that the Target is executing this Agreement as a mandatary and on behalf of its affiliates. Accordingly, the affiliates of the Target are a party to this Agreement, are entitled to the rights and benefits of this Agreement, and shall be entitled to enforce this Agreement directly. To the extent the prior sentence is not enforceable, the said affiliates are a third-party beneficiary of this Agreement, and shall be entitled to enforce this Agreement directly.
23. **Governing Law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws the Province of Quebec and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each Party irrevocably agrees that the courts of the Province of Quebec, City of Montreal, will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter.
24. **Severability.** If any section of this Agreement or any obligations hereunder be found to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability will attach only to such section or obligation and will not affect any other section or obligation in this Agreement, all of which will remain enforceable in accordance with their terms.
25. **Counterparts and Electronic Transmission.** This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument, and either of the Parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed signature page by any Party to this Agreement by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.
26. **Language.** The Parties acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language only. *Les parties aux présentes reconnaissent avoir requis que la présente entente et les documents qui s'y rapportent soient rédigés en langue anglaise seulement et elles s'en déclarent satisfaites.*

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first hereinabove indicated.

EARTH ALIVE CLEAN TECHNOLOGIES INC. (for
itself and on behalf of its affiliates)

Per: _____

Name:

Title:

Acknowledged and agreed:

[INTERESTED PARTY]

Per: _____

Name:

Title:

Per: _____

Name:

Title: