Effective date:      (the “**Effective Date**”)

This Confidentiality Agreement (“**Agreement**”) is entered into between **Nouveau Monde Graphite** (the “**Company**”) and       (“**Partner**”), as of the date first written above and on the following terms and conditions.

# BACKGROUND

The parties wish to discuss the possibility of entering into a business relationship pursuant to which the Partner will provide certain goods and services to the Company and to facilitate these discussion, the parties may need to disclose certain Confidential Information (defined below):

# AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. **Definition.**

“**Confidential** **Information**” means all information relating to the business, activities and corporate affairs of a party, including but not limited to all records, reports, results, specifications, maps, charts, strategic plans and any other data, whether in written, oral or electronic form, and whether or not noted thereon to be confidential, and also including this Agreement and all discussions, negotiations and other documents between the Parties in connection with the Permitted Purpose, but excluding information: (a) which is or becomes available to the public, other than as a result of disclosure by a party or its Representatives in violation of this Agreement; or (b) which becomes available to a party or its Representatives on a non-confidential basis from a third party not bound by a confidentiality agreement with a party or any of its Representatives; or (c) which was known by a party on a non-confidential basis before its disclosure to the other party or its Representatives.

“**Permitted Purpose**” means the procurement by the Partner of material, equipment, services, workforce, know-how or any other related services required by the Company for its fleet equipment.

“**Representative**” means a director, officer, employee, agent, accountant, lawyer, consultant, commercial or investment banker, or financial advisor of a party.

1. **Covenant Not to Use or Disclose.** Each party hereby agree that it shall receive, protect and maintain the Confidential Information in the strictest confidence and shall not, without the prior written consent of the other party, disclose or use, in any manner whatsoever, in whole or in part, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purpose. Notwithstanding the foregoing, a party may disclose the Confidential Information only to those of its Representatives who need to know the Confidential Information for the Permitted Purpose, who have been informed of the confidential nature of the Confidential Information. Each party shall be responsible for any breach of this Agreement by it or any of its Representatives. Each party and its Representatives shall safeguard the Confidential Information to the same extent as if it were information of or pertaining to it. In any event, each party and its Representatives shall not use any of the Confidential Information to the Company’s detriment. The foregoing obligations of confidentiality, non-disclosure and non use shall not apply to Confidential Information which a party or its affiliates are required to disclose: (a) by any applicable law, regulation or written and legally enforceable policy, or by the published rules or any mandatory requirements of any stock exchange on which securities of a party or its affiliates are listed; or (b) by legal process or an order or requirement of a court of competent jurisdiction or government department or agency; provided that, in any such case, the party shall provide prompt written notice (or, having regard for urgent circumstances, verbal notice followed by written confirmation) to the other party prior to making such disclosure so that it may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, it shall furnish only that portion of the Confidential Information which is legally required.
2. **Proprietary Rights** Each party shall remain owner of its Confidential Information. In no event shall a party be deemed, by virtue of this Agreement, to have acquired any right or interest of any kind or nature whatsoever, in or to, the Confidential Information of the other party.
3. **Remedies for Breach.** Each party acknowledges that it may not have an adequate remedy at law for damages and may be irreparably harmed if the covenants contained in this Agreement is breached or not complied with. Accordingly, in addition to any other remedy that a party may have in law or at equity, it shall be entitled to seek injunctive relief to prevent breaches of this Agreement and to specifically enforce this Agreement.
4. **Term, Termination.** This Agreement shall terminate and be of no further force or effect from and after the date which is five (5) years following the Effective Date of this Agreement, without prejudice to any rights of any of the Parties arising from any breach of this Agreement which occurred prior to the date of termination. Notwithstanding the foregoing, a party may at any time and at its own discretion, require the other party to promptly destroy the Confidential Information or to return same. In any event, all documents or records (whether in writing or stored in computerized, electronic, disk, tape, microfilm or any other form) constituting or containing Confidential Information and not returned, shall be destroyed or erased, as the case may be. Any such destruction shall be certified in writing by an authorized officer of the concerned party. The return or destruction of the Confidential Information shall not affect the obligation of the Partner to safeguard and preserve the confidentiality of the Confidential Information in accordance with this Agreement.
5. **Warranties.** The parties make any representation or warranty as to the accuracy or completeness of the Confidential Information.
6. **Choice of Law and Language.** This Agreement is governed by and shall be interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. The parties acknowledge having expressly required that this Agreement and all documents relating thereto be drawn up in English. *Les parties ont exigé que cette entente ainsi que tous les documents qui s’y rattachent soient rédigés en langue anglaise*.
7. **General Provisions.** If any provision of this Agreement is invalid or unenforceable, the invalidity or unenforceability of the provision shall not affect the operation, construction or interpretation of any other provision of this Agreement, with the intent that the invalid or unenforceable provision shall be treated for all purposes as severed from this Agreement. This Agreement contains the entire agreement between the Parties concerning the Confidential Information and shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by the Partner. This Agreement is delivered by email and may be executed and delivered in counterparts, each of which, when executed and delivered, will be deemed an original and taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their authorized officers as of the date first above written.

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|  |  |  |  | **Nouveau Monde Graphite**  |  |
| By: |  |  |  | By: |  |  |
| Title |  |  |  | Title: |  |  |