

NON-DISCLOSURE AGREEMENT

hereinafter referred to as the "*Agreement*"

BESTVALUE SRL, a company incorporated under the laws of Belgium, with its registered office at Route du Condroz 127 – B 4031 – Liège, Belgium, registered under number 0861.133.930 within the Crossroads Bank for Enterprises, represented by Antoine Renier, Managing Director (hereinafter referred to as "**BESTVALUE**"),

and

....., a company incorporated under the laws of (nationality),
....., with its registered office at
.....
(full address), represented by (full name and function)
(hereinafter referred to as the "**POTENTIAL PURCHASER**", such expression referring to this company as well as its representative person personally),

Hereafter referred to collectively as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS

A. The POTENTIAL PURCHASER wishes and requests to have access to confidential information concerning the company referenced **125 Rental and sale of construction equipment** (hereinafter referred to as the "**COMPANY**") in order to study a possible acquisition of the COMPANY's shares and/or assets.

B. BESTVALUE will disclose to the POTENTIAL PURCHASER confidential information that is valuable and sensitive concerning the COMPANY.

C. The POTENTIAL PURCHASER remains free to decide to acquire or not all or part of the COMPANY's shares and/or assets.

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1. CONFIDENTIALITY

The POTENTIAL PURCHASER acknowledges and agrees that any technical, business or financial information, know-how, trade secrets, manufacturing secrets, processes, source codes, business plans, costs, prices, customer or contact lists, sales projections and forecasts, strategies, terms of any agreement (written or not) between the Parties or with the COMPANY, and any other confidential matter which are disclosed by BESTVALUE concerning the COMPANY are strictly confidential and remain the exclusive intellectual property of the COMPANY or BESTVALUE (hereafter referred to as the "**Confidential Information**" or the "**Information**"), no matter how this Information has been disclosed (orally, visually, in writing, by any other tangible, non-tangible or electronic means).

The transfer of Confidential Information shall not be construed as a grant of any right with respect to the delivered Information except as set out herein or in a separate agreement to be made by the Parties.

The POTENTIAL PURCHASER commits:

- to keep strictly confidential and not disclose to any third party(ies) the Confidential Information, except to the extent required to study of a possible acquisition of the COMPANY's shares and/or assets;

- to share the Confidential Information to the sole persons who actually work for the POTENTIAL PURCHASER and who really need to know it in order to evaluate the COMPANY's assets and to make a purchase offer and discuss it with BESTVALUE (directors, employees, officers, attorneys, accountants and consultants, for instance);
- to keep strictly confidential the fact that some or all of the COMPANY's shares or assets are for sale;
- not to use the Information in a manner that could be prejudicial to the COMPANY's interests;
- not to use the Information to improve its competitive advantages against the COMPANY or to extend its expansion on the COMPANY's market;
- not to hire or seek to hire or contact, directly or indirectly, the COMPANY's employees or officers, unless the COMPANY has given its prior written agreement;
- not to contact or attempt to enter into direct or indirect contact with the COMPANY's shareholders, directors, officers, employees, accountants or consultants, unless BESTVALUE has given its prior written agreement;
- not to request or advise any customer of the COMPANY to withdraw, curtail, or cancel such customer's relationship with the COMPANY, nor induce any customer of the COMPANY to become the customer of the POTENTIAL PURCHASER;
- to return to BESTVALUE all Information in whatever form, originals or copies, in case that the POTENTIAL PURCHASER decides not to purchase the COMPANY's shares and/or assets or in case BESTVALUE requires it.

ARTICLE 2. EXCLUSION

The term "Confidential Information" does not include and this Agreement shall not apply to any information which (a) is or becomes generally available to the public other than as a result of disclosure by the POTENTIAL PURCHASER; (b) is already known by the POTENTIAL PURCHASER at the time of disclosure by BESTVALUE as evidenced by written records; or (c) is lawfully acquired by the POTENTIAL PURCHASER from a third party having the legal right to transmit the same.

ARTICLE 3. PERSONAL DATA PROTECTION AND PRIVACY

The POTENTIAL PURCHASER expressly agrees that its personal and private data are used by BESTVALUE to customize and enhance communication, i.e. through letters, e-mails or phone calls that the POTENTIAL PURCHASER expressly agrees to receive from BESTVALUE. BESTVALUE undertakes not to use the POTENTIAL PURCHASER's personal data for purposes other than the purposes provided for in the recitals of this Agreement.

BESTVALUE commits not to communicate or disclose, in any form, personal data related to the POTENTIAL PURCHASER, (i) unless the POTENTIAL PURCHASER has given its prior written agreement; (ii) except to the company or person which may acquire the COMPANY's shares and/or assets; or (iii) except to jurisdictional authorities that may require access to the said data.

The POTENTIAL PURCHASER has the right, at any time, to require any modification, amendment or withdrawal of its personal data from the BESTVALUE database, and the immediate cessation of receiving any further e-mails and/or other communication from BESTVALUE.

ARTICLE 4. NO WARRANTY

The POTENTIAL PURCHASER acknowledges and agrees that any Confidential Information is provided "as is" without any warranty or representation of any kind whether by BESTVALUE, the COMPANY or any third party.

The POTENTIAL PURCHASER shall verify itself and double-check all information, in particular its accuracy and completeness, to make any decision relating to the acquisition of any shares and/or assets of the COMPANY.

ARTICLE 5. DURATION OF THIS NON-DISCLOSURE AGREEMENT

This Agreement shall commence on the signing date of the Agreement by all Parties and shall continue to apply for twelve (12) months thereafter.

This Agreement shall also apply to any confidential information exchanged between the Parties prior to the Agreement.

On the expiration of this Agreement or at the end of any relationship between the Parties whatever the cause, the POTENTIAL PURCHASER shall promptly, without keeping any copy, deliver to BESTVALUE all documents, reports, CD ROMs or USB keys, correspondence or communication whatsoever containing Confidential Information, which is, directly or indirectly, in relation to the COMPANY or BESTVALUE.

ARTICLE 6. GOVERNING LAW AND ARBITRATION

The Agreement shall be governed by and constructed in all respects in accordance with the laws of Belgium.

In the case of dispute or conflict between the Parties, they will use their best endeavours to settle or resolve it rapidly, in an amicable way and in good faith.

In the case that the Parties cannot reach an amicable solution or settlement within two months from the beginning of the dispute, the Parties agree to undertake a voluntary mediation process to settle all disputes arising out of or in connection with this Agreement. The place of this mediation will be Liège. The mediation process shall be conducted in French if the POTENTIAL PURCHASER speaks French fluently or otherwise in English.

If the Parties do not reach an amicable settlement through the mediation process within a reasonable time or if the Parties agree to abandon the mediation process, any dispute arising out of or in connection with this Agreement shall be exclusively settled by the Courts of Liège, Liège division (Belgium).

If and to the extent required on the basis of law and/or (internal) compliance rules you are entitled to keep one copy of the provided information for administrative purposes only and subject to the confidentiality obligations for as long as the copy has not been destroyed

IN WITNESS WHEREOF, the Parties hereto have executed and delivered the Agreement in 2 original counterparts, one for each Party, in, Belgium, on day of, 2023

For BESTVALUE SRL:

..... (Signature)

Antoine Renier

.....;

..... (Signature)

representing (company) and in his/her personal name