



Mutual Non-Disclosure Agreement

Prepared August 5, 2026

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between:

Northscript Partners ("Northscript"), with offices in Toronto, Ontario;

and

_____ (the "Owner"), an individual or entity operating an independent pharmacy business in Canada.

Northscript and the Owner are each referred to as a "Party" and collectively as the "Parties."

RECITALS

The Parties wish to explore a potential transaction involving the Owner's pharmacy business (the "Purpose"). In connection with the Purpose, each Party may disclose Confidential Information (as defined below) to the other. The Parties enter into this Agreement to protect the confidentiality of that information.

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by either Party to the other, whether in writing, orally, electronically, or by inspection, in connection with the Purpose, including but not limited to:

- (a) financial statements, tax returns, and accounting records;
- (b) prescription volumes, patient counts, and dispensing data;
- (c) employee and staffing information;
- (d) lease terms and property details;
- (e) supplier and wholesale agreements;
- (f) business plans, strategies, and proprietary methods;
- (g) the existence and content of any discussions, offers, or negotiations between the Parties; and

(h) any analysis, compilation, or summary prepared by the receiving Party that contains or reflects Confidential Information.

2. EXCLUSIONS

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the receiving Party;
- (b) was already known to the receiving Party prior to disclosure, as demonstrated by written records;
- (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or
- (d) is lawfully received from a third party without restriction on disclosure.

3. OBLIGATIONS OF THE RECEIVING PARTY

Each Party, as a recipient of Confidential Information, agrees to:

- (a) hold all Confidential Information in strict confidence;
- (b) not disclose Confidential Information to any person other than its directors, officers, employees, professional advisors (including legal counsel and accountants), and financing sources who have a need to know for the Purpose and who are bound by obligations of confidentiality no less protective than those in this Agreement (collectively, "Representatives");
- (c) not use Confidential Information for any purpose other than the Purpose;
- (d) exercise at least the same degree of care in protecting Confidential Information as it uses to protect its own confidential information, and in any event no less than reasonable care; and
- (e) be responsible for any breach of this Agreement by its Representatives.

4. NO DISCLOSURE OF DISCUSSIONS

Neither Party shall disclose to any third party the fact that Confidential Information has been exchanged, that discussions or negotiations are taking place, or any terms or conditions being discussed, without the prior written consent of the other Party. For greater certainty, this includes disclosure to employees, associates, or other pharmacists of the Owner's business, unless the Owner directs otherwise.

5. COMPELLED DISCLOSURE

If either Party is required by applicable law, regulation, or legal process to disclose Confidential Information, it shall (to the extent legally permitted) provide the other Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy. The receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

6. RETURN OR DESTRUCTION

Upon written request by either Party, or upon termination of discussions, the receiving Party shall promptly return or destroy all Confidential Information and any copies, summaries, or extracts thereof, and shall certify such return or destruction in writing upon request. Notwithstanding the foregoing, the receiving Party may retain copies as required by applicable law, regulation, or its document-retention policies, provided that such retained copies remain subject to this Agreement.

7. NO OBLIGATION TO TRANSACT

Nothing in this Agreement obligates either Party to enter into any transaction, continue discussions, or disclose any particular information. Each Party reserves the right to terminate discussions at any time for any reason.

8. NO WARRANTY

All Confidential Information is provided "as is." The disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, or fitness for a particular purpose of any Confidential Information.

9. REMEDIES

Each Party acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek injunctive or other equitable relief in addition to any other remedies available at law or in equity.

10. TERM

This Agreement shall remain in effect for a period of two (2) years from the Effective Date. The obligations of confidentiality shall survive termination or expiration of this Agreement for a further period of two (2) years.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of Ontario.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral. This Agreement may not be amended except by a written instrument signed by both Parties.

13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or digital signatures shall be deemed original signatures for all purposes.

Northscript Partners

SIGNATURE



DATE

August 5, 2026

NAME

Arty Phillips

TITLE

Founder

_____ (Owner)

SIGNATURE

DATE

NAME

TITLE