

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is dated _____
(the "Execution Date")

BETWEEN

ÔTENTIK & PROUD INC., a company incorporated under the Business Corporations Act (Québec) with its registered office at 8555 André-Grasset Avenue, Montréal (Québec) H2M2M5 ("Ôtentik") Represented by: Staline Vanya, CFO

AND

_____, Residing at Civic Number _____
_____, Street Name _____, City _____
_____, Province _____
_____, Postal Code _____

("The Ambassador")

AND takes effect on the date of the first disclosure or the Execution Date, whichever occurs first.

Ôtentik and the Ambassador are exploring the possibility of a business relationship, more specifically, the Ambassador would like to promote Ôtentik's products under the terms that will be disclosed to him/her by Ôtentik (the "Project"). In the course of the study of the Project and/or its implementation, Ôtentik (the "Discloser") has disclosed or will disclose to the Ambassador (the "Recipient") confidential information (as defined below).

1. For the purposes of the Agreement, "**Confidential Information**" means (i) the existence of the Project and all documents and information relating thereto; (ii) the existence and content of the Agreement; (iii) any confidential information and not publicly known from the Discloser, notably regarding its business, products, services, research, developments, tests, results, studies, intellectual property, know-how, technologies, inventions, products under development, designs, programming techniques, graphics, source code, object code, information related to marketing, purchase, accounting, financial analysis and any other financial information, data related to marketing, suppliers, customers, prices and profits, identified or not as confidential, that the Discloser may disclose to the Recipient before or after the Execution Date, either in writing, in machine-readable form, orally or otherwise, or which is otherwise obtained by the Recipient, including all analyses, compilations, forecasts, studies or other documents prepared by the Recipient that contain or encompass this information; and (iv) any copy, excerpt or

reproduction, in whole or in part, of the foregoing, either in writing, in machine-readable form or otherwise.

2. The Recipient must treat the Confidential Information as the Discloser's confidential property and use the same degree of care as it uses for its own information of the same nature (which in all cases must not be less than reasonable care) to prevent the disclosure of the Confidential Information.
3. The Recipient must not use the Confidential Information or, directly or indirectly, copy, reproduce, disclose, give access to, distribute or publish the Confidential Information, or allow such actions to be taken, other than for the purpose of evaluating or implementing the Project. Without limiting the generality of the foregoing, the Recipient must not use the Confidential Information to develop, manufacture, sell or provide products or services that are competitive with the Discloser's products or services. In the absence of the Discloser's written consent, the Recipient may not reverse engineer, decompile or disassemble any software disclosed by the Discloser to the Recipient under the Agreement.
4. The Confidential Information may only be disclosed by the Recipient to its employees [or subcontractors] who need to know the Confidential Information for the evaluation or implementation of the Project (collectively, the "Representatives"). Before any disclosure to its Representatives, the Recipient must ensure that they are bound by obligations that are similar to those contained herein. The Recipient remains liable to the Discloser for any disclosure or use of the Confidential Information by these Representatives in violation of the terms of this Agreement.
5. The Recipient must immediately notify the Discloser in the event of discovery of unauthorized use or disclosure of the Confidential Information or any other violation of the Agreement by the Recipient or its Representatives and agrees to cooperate with the Discloser in all reasonably possible ways to enable the Discloser to regain possession of the Confidential Information and to prevent any further unauthorized use or disclosure.
6. The Agreement does not apply to any Confidential Information (i) that is already or becomes publicly known other than as a result of a disclosure made by the Recipient [or its Representatives] in violation of the Agreement, (ii) that is communicated to the Recipient or its Representatives on a non-confidential basis from another source, provided that this source is not (to the knowledge of the Recipient) bound by a confidentiality agreement with the Discloser or is not otherwise prevented from disclosing the Confidential Information to the Recipient due to a contractual, legal or fiduciary obligation, (iii) of which the Recipient or its Representatives had personal knowledge before it was transmitted to them by the Discloser or (iv) which is

independently developed by the Recipient or its Representatives without resorting to the Confidential Information.

7. All rights, titles and interests relating to the Confidential Information remain the exclusive property of the Discloser (or, where applicable, its licensors). The Recipient acquires no rights or licenses relating to the Confidential Information. The Recipient acknowledges that the Confidential Information may contain or be subject to rights and interests other than those resulting from confidentiality, such as copyrights, patents, trademarks, and industrial designs, or that such Confidential Information may potentially become subject to such rights. The Recipient undertakes not to contest or make any act that may be harmful or infringe upon such rights of the Discloser.
8. The Recipient may disclose Confidential Information, without violating these terms, if required to do so by law or following a final order from a court or tribunal. In such a case, the Recipient must, as soon as possible and prior to the disclosure of the Confidential Information, inform the Discloser of its obligation to disclose and give the Discloser a reasonable opportunity to challenge this obligation to disclose or, at the Discloser's choice, to waive the enforcement of the Agreement. In such a case, the Recipient must cooperate with the Discloser to obtain a protection order or any other appropriate measure. If such a protection order or other measure is not quickly granted or if the Discloser does not waive the enforcement of the Agreement, the Recipient (i) shall only deliver the part of the Confidential Information that must be disclosed according to the recommendations of its legal advisors and (ii) must make all reasonable efforts to obtain, reliably, an assurance that the disclosed Confidential Information will be treated confidentially.
9. The Recipient acknowledges and agrees that the Confidential Information constitutes a significant asset and trade secrets of the Discloser and that any disclosure or use in contravention of these terms could cause irreparable harm to the Discloser for which monetary compensation may prove inadequate. The Discloser may therefore resort to any legal means that may limit the damage resulting from such a violation, including without limitation recourse to injunction (temporary, interlocutory, and permanent). The Recipient undertakes to indemnify and hold harmless the Discloser against any loss, cost, damage, expense or claim resulting from non-compliance with its obligations under these terms, including reasonable legal and professional fees. The Recipient undertakes to promptly notify the Discloser of any contravention to the Agreement, current or potential, of which it may become aware or of which it has reasonable doubt that it has been committed.
10. Upon written request from the Discloser, the Recipient undertakes to immediately return to the Discloser all the Confidential Information and all copies of it, in whatever form, in its possession or control, destroy said Confidential Information from all its systems and data storage bases, and

provide the Discloser with a written certification from an officer of the Recipient as to the complete return and complete destruction of the Confidential Information. For clarity, the return or destruction of the Confidential Information does not modify the confidentiality obligations contained in the Agreement nor does it release the Recipient from its obligations.

11. Due to the value and exclusive nature of the Confidential Information for the Discloser, the Recipient's obligations under the Agreement remain in force for a period of 5 years from the execution date.
12. The Recipient acknowledges that the Discloser makes no representations or warranties as to the accuracy, reliability or completeness of the Confidential Information.
13. Neither party is committed to the other under the Agreement to purchase any product, service, or goods, or to implement the Project.
14. The parties do not intend to create a partnership or joint venture between them.
15. No party may assign the Agreement without the prior written consent of the other party. The Agreement is binding and applies in favor of the heirs, executors, administrators, successors, and authorized assigns of the parties. The failure of a party to enforce a provision of the Agreement does not constitute a waiver of this provision or the right of this party to enforce said provision or any other provision.
16. The omission by a party to enforce a provision of the Agreement does not constitute a waiver of this provision or the right of this party to enforce said provision or any other provision.
17. If a provision of the Agreement (including its preamble, which is an integral part of it) should be declared invalid or unenforceable, in whole or in part, by a competent court, this invalidity or unenforceability applies only to this provision and the other provisions will remain in force and retain all their effects.
18. All notices, all requests or other communications to be given or made under the Agreement are made in writing and are delivered personally or sent by prepaid registered mail or by fax, addressed to the recipient at the address indicated above, or at any other address designated by notice given by one of the parties to the other.

19. The Agreement constitutes the entirety of the agreement concluded between the parties concerning the subject matter of this and cancels and replaces any prior arrangement and agreement between the parties to the Agreement concerning this subject matter. Any additions or modifications to the Agreement, including any attachment, must be made in writing and signed by both parties.
20. The Agreement is governed in all respects by the law in force in the Province of Quebec, Canada, and the laws of Canada applicable therein, and is interpreted in accordance with these laws, without regard to the principles of conflict of laws resolution. Each of the parties undertakes to submit any dispute related to the Agreement, including its existence, its validity or its termination, to the exclusive jurisdiction of the courts of the Province of Quebec (Montreal judicial district). This choice of jurisdiction and the location of the courts cannot, however, prevent a party from resorting to an injunction in any appropriate jurisdiction in connection with the violation of intellectual property rights or confidentiality obligations, or the recognition or enforcement of any order or decision.

IN WITNESS WHEREOF, the parties have signed this agreement as of the execution date.

ÔTENTIK & PROUD INC.

By : _____

Name: Stalline Vanya, CPA

Position: VP-Finance

The Ambassador

By : _____

Name:

Date: _____

PRELAUNCH CONTRACT OF THE HAIRCARE PRODUCTS OF THE COMPANY ÔTENTIK & PROUD INC. WITH THE HAIRCARE CONSULTANT

DATE: _____

ON THE ONE HAND,

Ôtentik & Proud Inc. with its headquarters at 8555 Avenue André-Grasset, Montreal, QC, H2M 2M5, represented by Stalline VANYA, VP-Finances (hereinafter, "the Company"),

AND ON THE OTHER HAND,

Ms. _____

Residing at: _____

_____ ,
Acting on her own behalf (hereinafter, "the consultant").

Both parties attest that nothing can limit their capacity for the execution of the commitments they make herein, and

DECLARE THAT:

I. Nature of the company's activities:

I.1. The activity of the Company is the production and sale of hair products and accessories with accompaniment of advice;

I.2. The Company was incorporated under the regime of the Law of Corporations of Quebec(L.S.A.),

I.3. The Company wishes to promote its products starting from May 2023, in the geographical zone of Canada;

I.4. The Company wishes to carry out the sale of its hair products and accessories in August 2023.

I.5. As of the date hereof, the Company is in the pre-launch phase

I.6. The Company solicits the consultant in the pre-launch phase for its pre-launch activities described in Section II below, and to fulfill its other commitments described in sections III to V.

Consultant's initials _____

II. PRE-LAUNCH ACTIVITIES

II.1. The pre-launch activities that started on December 16, 2022 and took place in various places in greater Montreal, as determined by the Company

II.2. The pre-launch activities aim to train and equip the consultant on the products that will be sold by the Company. They also aim to heal, strengthen, restore health and vigor to the consultant's hair so that they reflect the credibility of the Company's products;

II.3. The pre-launch activities consist of the following:

- Be present at the preparation and follow-up meetings of the consultants that will be announced and conducted by the company, from the date of signing of this contract, until the signing of the sales contract that will precede the effective launch in August 2023;
- Fill out the hair growth tracking form provided by the company on the state of hair before starting the first care (sizes, photos, current state);
- Pay the counterpart set according to the market plus taxes, to acquire the hair range for the basic treatment that the Company will provide, namely:
 - o The 4 in 1 Co-Wash
 - o The strength oil
 - o The nourishing mask
 - o The hydrating mask
 - o The hydrating cream
- Procure for herself the basic tools required such as:
 - o The heating helmet
 - o The sprayer
 - o The silk bonnet
- **Basic treatment:** use exclusively and personally, the first basic range thus acquired, to perform hair care on a weekly basis for at least 8 (EIGHT) weeks without stops. The duration of these products being estimated at 8 (EIGHT) weeks, or 8 (EIGHT) weekly treatments. If the 8 (EIGHT) weeks require more products, the consultant must acquire from the Company, the additional missing products at market price.
- **Strictly** adhere to the hair care advice and routines provided by the company and follow the progress of her hair health with the Company's hair care director;

- Provide each week, to the Company a photo of the proof of care applied during the duration of the basic treatment;
- Submit each week to the Company, comments on the progress of the health, strength and beauty of her hair;
- Start-up costs are zero. Commissions start at \$1 per order placed. They are paid once a month (on the 15th of each month).

Consultant's initials _____

- Attend training and education meetings provided by the Company regarding hair, in order to increase hair knowledge, and submit to evaluations required by the Company to measure the state of her knowledge;
- Mandatory training is offered to sales associates on the following modules: The Ôtentik products and hair, sales strategies (including advice on stock management and advice on stock management and distribution). Other training is given by front-line advisers on hair care routines.
- Attend all the pre-launch meetings that will precede the launch and all the post-launch meetings;
- Participate in the hair growth challenges organized by the Company;
- Pay the counterpart set at the market price, plus taxes, to acquire the hair products for the second-stage treatment that the Company will provide, namely:
 - o The growth oil (mandatory for light alopecia and for growth contest),
 - o The hydrating waters,
- In the case of severe alopecia, follow the mandatory treatment for severe alopecia provided by the company, and pay in return the market price for the products provided;
- **Second-stage treatments**: use exclusively and personally the products of these second stage according to the personalized advice given by the Company;
- After the eight weeks: carry out the hair routine at least every two weeks according to the advice of the Company;
- Acquire in return for the market value, any product developed subsequently, deemed necessary and mandatory for the health and beauty of the hair;
- Submit to the photo shoots and video shoots that will be carried out during the training sessions and the various meetings;

II.4. The consultant's children

- The consultant's children's hair must receive equivalent care under the guidance of the Company's advice. The consultant will have to acquire from the Company the required products if necessary;

- The hair of the consultant's female children must obligatorily reflect the consultant's hair for the credibility and image of the Company. The consultant acquires by paying the required price, the necessary products from the Company;

III. OBLIGATIONS OF THE CONSULTANT

III.1. Pre-launch activity

Consultant's initials _____

The consultant commits to rigorously follow all the pre-launch activities as described in Section II.

III.2. Dress style

The consultant commits to wear the "Chic & Jeans" dress style as adopted and promoted by the management of the Company to convey the image of the Company, at each meeting and activity concerning the Company until further notice.

III.3. Taking possession of the products

The consultant will take possession of the products she has paid for at the addresses indicated by the Company at 8555 Avenue André-Grasset, Montreal, QC H2M 2M5.

A distributor (consultant) may not acquire additional product stock until at least until at least 70% of its current stock has been sold or consumed.

Consultants are not obliged to collect product stock and store it at home, as customers can purchase products directly via our web page

III.5. Authorization for photos and videos

The consultant gives her consent to the Company so that it can use the photos and videos that have been either provided by the consultant or taken during the meetings, trainings and activities of the Company, for their publication on the internet site and social media developed by the Company and on behalf of the Company.

III.6. Hair presentation and image

The consultant commits to wear her natural hair decorated or not, in a clean and well-coiffed manner during various meetings, fairs, salons and activities organized by the Company.

III.7. Confidentiality, non-competition, and exclusivity

The consultant commits to sign the confidentiality contract as provided by the Company.

IV. OBLIGATIONS OF THE COMPANY

IV.1. The Company commits to provide products and advice as needed, to the consultant within the agreed deadlines.

IV.2. The Company will sign a first-line or second-line consultant contract, depending on the initiator of the consultant's recruitment, at the launch of the Company's products in August 2023.

IV.3. Ôtentik will buy back currently marketable inventory on reasonable commercial terms conditions (i.e. within 1 month of purchase at least 90% of the seller's of the seller's original price).

IV.4. With regard to marketing tools, Ôtentik publishes on all digital platforms to raise awareness of the Brand, but each consultant is free to use to use their personal networks to develop their business.

V. BREACH OF COMMITMENT

Consultant's initials _____

In the event of a breach of commitment by the consultant towards the Company, the consultant commits to respect the confidentiality and non-competition clause in section III.6, for 5 years following the breach of commitment. Any violation of this clause is subject to legal action in the courts of the city of Montreal.

Signatures,

Name of the consultant:

(Signature) (date)

ÔTENTIK & PROUD INC

Represented by Stalline Vanya, CPA

VP – Finances

Consultant's initials _____