

CONFIDENTIALITY, NON-DIVULGATION AND NON-COMPETITION AGREEMENT

BETWEEN

AND THE « INFORMED PARTY »

FUSACQ

200-615 blvd Rene Levesque West

Montreal (Quebec) H3B 1P5

(Hereunder collectively referred to as the « Informing Party»)

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WHEREAS the Informed Party wishes to assess the possibility of concluding a transaction with a Client (which usually includes the Shareholders as well as one or more Companies) of the Informing Party;

WHEREAS the Informing Party will release to the Informed Party (and *vice versa*) documents and information of a strictly exclusive and confidential nature, as part of the Potential Transaction;

WHEREAS the involved parties wish to keep the released information discreet and confidential;

WHEREAS the signing as of this agreement and the respect of the obligations arising therefrom constitute essential considerations in which the Informing Party would not have provided Confidential Information to the Informed Party otherwise.

ACCORDINGLY, CONCERNING THE DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE INFORMING PARTY TO THE INFORMED PARTY, THE PARTIES AGREE AS FOLLOWS:

DEFINITION

1. All information which will be divulged verbally, in a written form, graphically, photographically, or under any other form by the Informing Party to the Informed Party (and vice versa) will constitute Confidential Information (the 'Confidential Information').
2. The confidentiality provisions do not apply to information that (i) is or becomes generally available to the public in advance or, (ii) is or becomes available to the Informed Party on a non-confidential basis or from a source other than the Informing Party.
3. The fact that the Informed Party is considering a Transaction is Confidential Information. Any discussion, negotiation or context concerning the Client is part of this Confidentiality Agreement.
4. Unless otherwise provided in writing, all documents and documents containing or integrating Confidential Information remain the property of the Informing Party or of the parties from which such information has been obtained (the Client). At the request of the Informing Party, the Informed Party agrees to return and / or destroy all documents and documents containing or integrating Confidential Information provided, as well as all electronic or paper copies thereof.

RESPONSIBILITY

5. The Informed Party can disclose Confidential Information, or any part thereof, to a third party only with prior and express authorization, except for the Project Team or a need to know basis, that is to say the persons who may be directly involved in the project (Key Employees, financial partners, accountants, lawyers).
6. All parties must ensure that employees or agents to whom they disclose Confidential Information respect the confidentiality of such information. The parties must ensure that all representatives are clearly aware i) of the confidentiality of Confidential Information, ii) of the importance that the confidentiality preserved by all Representatives, and iii) of the nature and scope of the undertakings of the Informed Party provided to the Informing Party and to the Client. The Informed Party assumes full responsibility for all its Representatives about compliance with the obligations already registered.
7. The Informed Party will keep a list of all employees and agents who may receive Confidential Information. This list must be made available to the Informing Party at the latter's request.
8. The Confidential Information provided must not be reproduced in any form, except as required for the purposes of ensuring the completion of the Potential Transaction.

NON-SOLICITATION / NON-COMPETITION

9. The Informed Party will not harm the Client's project (s), as disclosed. In addition, the Informed Party undertakes not to take any initiative which could constitute circumvention of the Informing Party or of the Client, or by its acts, causing harm to the Client.
10. The Potential Buyer agrees not to communicate directly or indirectly with, or solicit in any way whatsoever, any of the employees, suppliers or customers of the Company and not to communicate, directly or indirectly without authorization prior written consent from FUSACQ with any representative of the Client or its shareholders, regarding the Potential Transaction.
11. As of the date hereof, the Informed Party undertakes not to use all or part of the Confidential Information in order to compete with the Client in a new way - and this, outside the normal course of business.

DURATION

12. If the Transaction cannot be completed within 365 days of delivery of the documents or the parties terminate discussions between them, the Informed Party must return, or attest to the destruction, without delay all copies of the Confidential Information to the Informing Party and destroy any paper or electronic version.

INFORMING PARTY	INFORMED PARTY

- 13. This agreement is valid for a period of **five (5) years** and for any discussion concerning the Client or any subsequent Client of FUSACQ for any Transaction that would be considered during this period.
- 14. Notwithstanding any termination of this agreement, the confidentiality of the information disclosed, and the non-solicitation provision applies for a period of **three (3) years** from the date of this agreement concerning the obligations related to the Client.

RESPECT OF THE BROKER AND LIMITATION OF LIABILITY

- 15. FUSACQ and the Client make no representation or guarantee as to the correctness or accuracy of the information provided. FUSACQ and the Client will in no case be liable in any way whatsoever to the Informed Party, for its use (or the results of this use) of said information or for any errors or omissions of any kind of said information. The only representations and warranties that will be applicable will be made, as part of a possible acquisition of, or investment in, the Company by the Client and as included in the written contract executed between the Company and the Client for complete this Transaction.
- 16. The Informed Party understands and accepts that it is responsible for having due diligence carried out, at its expense, prior to any Transaction.
- 17. The Potential Buyer acknowledges having knowledge of the fact that a contract between FUSACQ and the Client and the Company provides for the payment of fees to FUSACQ in the event of the conclusion of a Transaction, payable in full at the close of the Transaction from the proceeds of the sale. If an agreement is concluded between the Client and the Informed Party during the term of this Agreement, the Informed Party understands and accepts that the FUSACQ Fees must be paid in full of the proceeds of the sale at the close of the Transaction.
- 18. In addition, the Customer agrees that (and guarantees FUSACQ) that: any letter of intent, offer, acquisition and purchase contract or any other type of contract relating to a Transaction (the "Contract") must include clear and irrevocable instructions to the notary or lawyer or to any other person responsible for the Transaction to deduct the total amount of FUSACQ Fees from said price and thus to pay FUSACQ at the close of the Transaction from said funds.
- 19. The Informed party is advised that the Vendor and the Target Company is responsible for the payment of the fees due to FUSACQ and these are due at the Closing date. The payment of the fees should be part of the Closing Agenda in the event of a Transaction. In the event of non-payment by the Vendor, the Target Company will still be responsible for such payment.

GENERAL PROVISIONS

- 20. If the Informed Party or its agents were, within the framework of any responsible judicial or regulatory process, to disclose Confidential Information, the Informed Party must notify the Informing Party so that it can take the appropriate measures within the circumstances.
- 21. Due to the continuous flow of information between the parties hereto, the Informing Party agrees to be bound by the same terms and conditions of confidentiality, non-disclosure and non-competition. This document should therefore be read and interpreted in order to protect the parties against any disclosure of Confidential Information between them and the term "Informing Party" must mean "Informed Party" and vice versa.
- 22. Nothing in this agreement should be construed as an obligation on the part of either party to conclude a subsequent transaction or agreement.
- 23. This agreement replaces all similar agreements previously entered into between the parties.
- 24. This agreement is not transferable without the written consent of both parties.
- 25. This agreement and any document relating thereto are governed by the laws in force in the Province of Quebec and must be interpreted in accordance with it.
- 26. The Informed Party agrees that its failure to comply with or cause any of its commitments provided for herein to be respected will cause serious damage to the Client and the Informing Party and that consequently, the Client and the Informing Party will have the right, in prejudice to his other remedies, to require the issuance of an injunction to stop such a contravention.

THE PARTIES AGREE TO DRAFT THIS AGREEMENT IN THE ENGLISH LANGUAGE

The parties have signed this convention on _____

For:

For:

The Informing Party

The Informed Party