

CONFIDENTIALITY UNDERTAKING (With Penalty)

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CONFIDENTIALITY UNDERTAKING (With Penalty)

CONFIDENTIALITY UNDERTAKING, entered into in the City of, Province of Quebec, Canada.

1.00 NEGOTIATIONS

The undersigned, acting as a duly authorized representative of, (hereinafter the “CLIENT”), hereby certifies that the corporation he/she represents is presently assessing an opportunity with (*beneficiary of the undertaking*) (hereinafter the “BENEFICIARY”) for the purpose of (*describe services contemplated between client and beneficiary*) (hereinafter the “Project”).

2.00 DISCLOSURE OF CONFIDENTIAL INFORMATION

During the negotiations regarding the Project and, if applicable, in carrying out the Project, it is understood that the CLIENT, its employees, representatives and agents or mandataries may receive technical, scientific or commercial information and intellectual property (as defined in Part 7.00 below) in connection with (*describe activities of beneficiary that may give access to confidential information*) that is of a confidential nature and that must not be disclosed, reproduced or used outside the scope of the Project (hereinafter the “Confidential Information”).



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CLIENT