

CONFIDENTIALITY UNDERTAKING (Without Definitions)

PERSONAL AND CONFIDENTIAL

(Method of delivery)

..... (City), on 20...

(Corporate Name)

Attn: (Recipient)

(Address)

(City), (Province)

(Postal Code)

RE: CONFIDENTIALITY UNDERTAKINGS

Dear Mr. [Ms.]

As agreed, we hereby confirm our various undertakings regarding all “confidential information” (hereinafter “Confidential Information”) to be put at our disposal to allow us to assess the viability of making an offer to purchase all the shares or all or a substantial part of the assets of *(identify business to be purchased)* (hereinafter the “Business”) and, if applicable, for the purposes of preparing such offer.

It is agreed that the following undertakings do not apply to information that is or will become generally known to the public or available to the latter; or that, following your disclosure, is legally in the possession of the undersigned prior to the date hereof; or that was or became known to the undersigned following disclosure made by someone other than yourself.

As consideration for your acceptance of disclosing the Confidential Information, the undersigned acknowledges and agrees to that which follows, for the benefit of the Business and its shareholders/owners.

1.00 EXCLUSIVE OWNERSHIP

Subject to the foregoing, the Confidential Information disclosed up to this day, as well as the Confidential Information to be disclosed, is and will remain the Business’s exclusive property, and it is understood that its unauthorized disclosure may cause serious harm to the latter or its shareholders/owners.

2.00 OBTAINING

To allow you to control the quality and quantity of the disclosed Confidential Information, the undersigned agrees to issue its requests to a single person, whom you will designate in writing as the Business's Confidential Information agent (hereinafter the "Confidential Information Agent"), and undertakes not to solicit any other persons to obtain such Confidential Information.

If applicable, any request for an interview with any employee, client or supplier of the Business must be authorized in advance by the Confidential Information Agent.

The Confidential Information Agent will, to the extent reasonably practicable, keep a register of all Confidential Information disclosed. It is also agreed that the Confidential Information Agent may require us to sign a proof of receipt prior to disclosing any Confidential Information.

In the event that the undersigned or its officers or consultants (hereinafter the "Representatives") involved in the evaluation process need to meet with any members of the Business's management, measures will be taken to ensure minimal disruption to Business operations.

3.00 AVAILABILITY

The Confidential Information will be put at our disposal until the first of the following dates:

- (a) on the (.....) day following the signing of this confidentiality undertaking;
- (b) the day the Confidential Information Agent requests the return of such Confidential Information.

4.00 USE

It is agreed that the Confidential Information must only be used to assess the viability of tendering an offer to purchase all the shares or all or a substantial part of the Business assets and, if applicable, to prepare such offer. The undersigned undertakes not to use the Confidential Information, nor allow its use by third parties, for personal, commercial or any other purpose whatsoever.

5.00 ACCESS BASED ON NEEDS OF REPRESENTATIVES

The undersigned undertakes not to allow access to the Confidential Information to any person other than its Representatives. It also agrees to provide a list with the names of such