

CONFIDENTIALITY AGREEMENT AND UNDERTAKING

This **CONFIDENTIALITY AGREEMENT AND UNDERTAKING** (the “**Agreement**”) sets forth the terms and conditions of the disclosure to the signatory of this Agreement (the “**Recipient**”) by Intericap Inc., a company duly incorporated under the Canada Corporations Act (“**Intericap**”) of certain confidential information about the Intericap file listed above regarding a certain company (the “**Company**”) and its business, for the purpose of considering the purchase of, or an investment in the Company (the “**Purpose**”).

1. DEFINITIONS:

(A) **Confidential Information** (“**CI**”) means all oral or written information, data, reports, records, materials of the Company and or the shareholders of the Company disclosed by Intericap to the Recipient, including the name, address, and type of business of the Company and the knowledge that the Company may be considering a sale or an investment.

(B) **Exclusions:** CI shall not include any information that (i) is or becomes generally known or available to the public without any breach of this Agreement by Recipient; (ii) is in Recipient’s possession prior to its disclosure by Intericap to Recipient; (iii) is rightfully received by Recipient in good faith from a third party not having an obligation of confidentiality to the Company or to Intericap; (iv) is independently developed by Recipient without any use of the Confidential Information; or (v) is required to be disclosed by Recipient in accordance with a valid order of a court or government agency, provided Recipient uses diligent and reasonable efforts to limit disclosure and promptly notifies Intericap in writing of such court order in order to give Intericap and/or the Company a reasonable period of time to oppose said order and if required by Intericap or the Company, reasonably cooperates with Intericap or the Company to such opposition.

(C) “**Transaction**” means any contract concluded between Recipient (or any person or entity under the control of or affiliated with Recipient) and all or some of the shareholders of the Company or/and the Company (as the case may be) with regards to either the sale of some or all of the shares of the Company or the sale of some or all of the assets of the Company, or any other transaction that effects a change of control of the Company (e.g. exchange or assignment of shares, merger with another organization).

(D) “**Recipient**” means the signatory of this Agreement and/or any person or entity under the control of or

affiliated with Recipient and/or any such person or entity that is a party to a Transaction.

2. RESTRICTIONS ON USE AND DISCLOSURE:

(A) Recipient shall use the CI solely for the Purpose and shall at all times (i) safeguard the CI from unauthorized use and disclosure with the same degree of care with which it protects its own confidential and proprietary information but with no less than a reasonable standard of care; (ii) disclose the CI to no one other than its employees, agents, representatives, advisors (financial and legal) or the financial institutions whose knowledge of the CI is necessary to evaluate the Company and perform the Purpose and only if all such persons are advised of their obligations with respect to the CI and bound by the terms of a confidentiality agreement or a professional code of ethics no less restrictive than this Agreement; (iii) not copy or otherwise duplicate or modify (or knowingly allow anyone else) such CI except as necessary to fulfill the Purpose; (iv) not use the CI in any manner that will be to the detriment of the Company or Intericap or use any such Information for its own account; and (v) assume full responsibility for the compliance of his employees, agents, representatives, advisors and financial institutions with the terms of this Agreement.

(B) All CI shall remain the property of Intericap and/or the Company and nothing in this Agreement shall be construed as granting to Recipient any rights whatsoever in the CI. Upon request, Recipient shall promptly return to Intericap all CI or certify that it has destroyed all copies of such CI.

3. NO WARRANTIES:

(A) Neither Intercap nor the Company are making any representations or warranties with respect to the completeness or accuracy of any information (including the CI) provided by Intercap.

(B) Neither Intercap nor the Company shall have any liability whatsoever to Recipient relating to or resulting from the use of said information (including the CI) or any inaccuracies or omissions therefrom.

(C) Any and all representations and warranties will be made solely by the Company, in the event of a purchase of, or investment in, the Company by the Recipient and will be as included in the written agreement executed between the Company and Recipient to complete such Transaction.

4. RECIPIENT’S ACKNOWLEDGEMENTS AND UNDERTAKINGS

(A) Recipient acknowledges his responsibility to perform a due diligence review at its own cost and expense prior to any Transaction.

(B) Recipient acknowledges that he is aware of the existence of an agreement between Intercap and the Company, which provides for the payment of a fee (**Finder’s Fee**) to Intercap in the event of a Transaction, payable in full at the closing of the Transaction, from the proceeds of the Transaction.

(C) If, within the term of this Agreement, an agreement (the “Contract”) is reached between the Company (and/or the shareholders of the Company); the Recipient acknowledges and accepts that Intercap’s Finder’s Fee shall be paid in full from the proceeds of the sale at the closing of the Transaction. Recipient further undertakes to ensure (and guarantees to Intercap) that (i) all letters of intent, acquisition offers and purchase contracts or any other type of contract with regards to a Transaction (the

“Contract”) are to include a provision to that effect with clear and irrevocable instructions to the notary or attorney or other person holding all or part of the price payable by the Buyer(s) to deduct and pay to Intercap its Finder’s Fee in full from the proceeds of the transaction at the closing of the Transaction; and (ii) Recipient shall provide to Intercap a copy of all such Contract within two (2) business days of signature. Recipient will be personally responsible for the payment of the Finder’s Fee to Intercap if such Finder’s Fee is not paid to Intercap at the time of closing of the Transaction as provided herein, in which case Recipient shall pay the Finder’s Fee to Intercap within five (5) days from the closing of the Transaction.

(D) Recipient will not communicate directly or indirectly with, or otherwise solicit any of the Company’s employees, suppliers or customers or communicate directly without prior written authorization of Intercap or one of Intercap’s representatives, in connection with the potential Transaction of the Company or any other matter relating to the CI.

5. MISCELLANEOUS:

(A) This Agreement and all of the obligations it contains shall be in effect for a period of twenty four (24) months from its signature by Recipient (the “Term”).

(B) This Agreement will become effective by the exchange by facsimile or email of copies duly signed by all parties.

(C) This Agreement shall be construed and controlled by the laws of the province of Quebec and the courts of the Province of Quebec shall have exclusive jurisdiction with regards to any dispute related to this Agreement. (D) La présente convention a été rédigée en langue anglaise à la demande des parties. This agreement has been drafted in the English language at the request of all parties hereto.

By: RECIPIENT(S)

Name: _____

Signature : _____

Address: _____

Address: _____

Date: _____

Title: _____

Telephone: _____

Email : _____

Fax: _____