



## CONFIDENTIALITY AGREEMENT

Match file: \_\_\_\_\_

This Confidentiality Agreement ("Agreement") will confirm our mutual understanding in connection with Investissements Match Entreprises inc. ("Match") providing, and your receipt of, information regarding the Company listed above ("The Company").

1. Information means all oral or written data, reports, records or materials ("Information") obtained from Match or The Company, including the name, address and type of business of The Company, the knowledge that The Company may be considering a sale, or even the fact that Information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of such Information to the extent that such Information:(i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law regulation or legal process.
2. Information is being furnished solely in connection with your consideration of the acquisition of The Company or a portion thereof, and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate The Company as a potential acquisition and who shall assume the same obligations as you under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of The Company through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account.

3. It is understood that (a) no representations or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by The Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
4. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.
5. The undersigned agrees that if it closes a deal directly or indirectly in the next twenty-four (24) months, without the intervention of Match, it agrees to pay Match, on receipt of an Match invoice, any fees, remuneration, or commission that should have been paid by the Seller and / or Buyer as per a signed Intermediary Fee Agreement.

Name (please print) : \_\_\_\_\_ Title: \_\_\_\_\_  
Company : \_\_\_\_\_ Tel: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
(City, Province, Postal Code) \_\_\_\_\_ Email: \_\_\_\_\_  
Signature : \_\_\_\_\_ Date: \_\_\_\_\_