

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Carpedia Capital Ltd. ("Carpedia Capital") and \_\_\_\_\_ (the "Company").

In consideration of the respective covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, hereby covenant and agree as follows:

1. **Confidential Information:** In connection with the evaluation by Carpedia Capital of a possible transaction with the Company, the Company will provide certain information which may contain confidential or proprietary information relating to the Company and its business (herein referred to as "Confidential Information"). Carpedia Capital will not, without the prior written consent of the Company, disclose or communicate such Confidential Information to any person, except its directors, personnel and advisors ("Representatives") involved in evaluating the various aspects of the possible transaction. For purposes of this Agreement, Confidential Information does not include information that:
  - a. is now or subsequently becomes generally available or known to the public through no fault or breach on the part of Carpedia Capital or its Representatives;
  - b. Carpedia Capital or its Representatives can demonstrate to have rightfully in their possession prior to disclosure to Carpedia Capital or any Representatives by the Company;
  - c. becomes available to Carpedia Capital or its Representatives on a non-confidential basis from a source other than the Company that is not bound by a confidentiality agreement with the Company and who has the right to transfer or disclose it;
  - d. is independently developed by Carpedia Capital or its Representatives without the use of any Confidential Information; or,
  - e. must be disclosed, as determined by Carpedia Capital based on advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process.
2. **Non-Disclosure:** Carpedia Capital will inform any Representative supplied with any Confidential Information of the confidential nature of such Confidential Information and of Carpedia Capital's obligations under this Agreement, and will direct such Representative to treat such Confidential Information confidentially.
3. **Term:** This Agreement shall become effective on the date first set forth above and, subject to the terms of Section 4, shall terminate upon the expiration of two (2) years from the date of the last disclosure of Confidential Information (the "Term").
4. **Termination:** Carpedia Capital or the Company may terminate this Agreement by delivery of written notice, whereupon the obligations of the parties will cease thereafter at the earlier of fulfillment of the provisions of Section 5 or expiration of the Term.
5. **Destruction of Confidential Information:** In the event that a transaction with the Company is not concluded, Carpedia Capital will, upon request, destroy all the Confidential Information so provided and will use its reasonable efforts to destroy all documents, memoranda, notes and other writings prepared by Carpedia Capital or its Representatives based on the Confidential Information, with the exception of records of our board of directors or other records required to be retained in compliance with internal audit policies.
6. **Expenses:** Each of the Company and Carpedia Capital will be responsible for its own costs, fees and expenses associated with this Agreement.

- 7. Non-Exclusive, No Obligation to Pursue: Nothing in this Agreement precludes Carpedia Capital from pursuing other potential transactions or entering into other confidentiality agreements. Nothing in this Agreement requires Carpedia Capital to pursue a transaction with the Company.
- 8. Entire Agreement: This Agreement constitutes the entire agreement among the parties and except as herein stated and in the documents to be executed and delivered pursuant hereto, constitutes the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified in any respect, except by written instrument duly signed by both parties.
- 9. Severability: If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.
- 10. Authorization, Applicable Law and Jurisdiction: The persons signing this Agreement are duly authorized to execute and deliver this Agreement on behalf of their party.
- 11. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed and governed in accordance with the laws of the Province of Ontario.
- 12. Execution: This Agreement shall become legally binding with original or facsimile signatures and may be executed in the counterparts (each of which shall be deemed an original, and both of which shall constitute one and the same instrument).

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as witnessed by the signatures of their proper officers in that behalf.

**Company**

**CARPEDIA CAPITAL LTD.**

Entity: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**FINDER FEE AGREEMENT  
(Acquisition, Buyout or Recapitalization)**

**THIS FINDERS FEE AGREEMENT** dated as of the \_\_\_\_, day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the "Finder") and Carpedia Capital Ltd. ("Carpedia Capital").

WHEREAS Carpedia Capital manages investment capital seeking acquisition or equity investment transactions with companies meeting targeted investment profiles.

AND WHEREAS the Finder has identified \_\_\_\_\_ (the "Prospect") exclusively to Carpedia Capital as a candidate for a potential acquisition transaction (the "Transaction") and will introduce, as soon as practically possible, a principal of the Prospect to Carpedia Capital to discuss the Transaction.

AND WHEREAS Carpedia Capital has agreed to compensate the Finder upon the closing of a Transaction between Carpedia Capital and the Prospect upon the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the premises and respective covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, hereby covenant and agree as follows:

1. **Information:** Finder will use its best efforts to provide Carpedia Capital with information useful in its evaluation of a possible Transaction with Prospect, and will not disclose the possible interest of Prospect in a Transaction to any other party. Except in the case of its advisors or other representatives, Carpedia Capital agrees to keep confidential and not disclose to others (a) any such information that is not in the public domain, (b) the fact that the Prospect is or may be interested in a Transaction, and (c) the identity of the Prospect.
2. **Fee:** Upon the completion of a Transaction, the Finder shall be entitled to a fee based on the total Consideration of the Transaction as calculated in paragraph 3 below ("Fee").

"Consideration" shall mean the sum of:

- a. **Cash or Non-Cash Consideration:** The total of the following amounts received at or in connection with the closing, or to be received at any time after the closing, directly or indirectly, by the seller(s) (or its or their affiliates) of the Prospect: (i) any cash payments, (ii) the face value of any debt or similar securities, and (iii) any contingent or other deferred cash purchase price payments; plus,
  - b. **New or Assumed Indebtedness:** the total amount of indebtedness for money borrowed and capitalized lease obligations assumed, directly or indirectly, by Carpedia Capital or its Affiliates at or in connection with the closing, including, but not limited to, the amount of any and all such indebtedness and capitalized lease obligations of the Prospect if the Transaction takes the form of the acquisition of the equity securities of such Prospect.
3. **Calculating Finder's Fee:** Carpedia Capital will pay or cause to be paid to Finder (except as provided in paragraph 5 below) as full compensation for its services, a Fee calculated as the total of:
    - a. five percent (5%) of any Consideration up to and including \$1 million;
    - b. four percent (4%) of any Consideration greater than \$1 million and less than and including \$2 million;
    - c. three percent (3%) of any Consideration greater than \$2 million and less than and including \$3 million;
    - d. two percent (2%) of any Consideration greater than \$3 million and less than and including \$4 million; and
    - e. one percent (1%) of any Consideration in excess of \$4 million.

Where the Fee based on the foregoing calculation results in an amount less than \$100,000, the Fee to be paid in connection with the Transaction will be \$100,000.

4. Payment of Fees: Carpedia Capital will pay or cause the Fee to be paid to Finder on the date of closing (except as expressly provided in paragraph 5 below) of the Transaction by wire transfer. Carpedia Capital shall inform Finder of the date and terms of closing. Finder shall have the right, and Carpedia Capital will assist Finder, to verify this information.
5. Exceptions on Fees:
  - a. No fees shall be payable under this Agreement if, within 14 business days of the date of this Agreement, Carpedia Capital notifies Finder and, upon request, provides to Finder verifiable evidence of prior discussions of Carpedia Capital with Prospect concerning a possible Transaction during the last 24 months;
  - b. If Prospect is represented by another broker/finder to whom a fee is due from Prospect, as of the date of this Agreement, and this information is not disclosed to Carpedia Capital, the Fee payable hereunder to Finder shall be reduced by 50% unless waived by Carpedia Capital in writing;
  - c. If Finder is to receive fees directly from the Prospect, and this information is not disclosed to Carpedia Capital, then the Fee payable hereunder to Finder shall be reduced at the discretion of Carpedia Capital in part or in whole by the amount of such fee overlap;
  - d. No Fee shall be payable under this Agreement unless the Transaction between Carpedia Capital and the Prospect is closed on or prior to the first anniversary of the date hereof, unless such time horizon is mutually extended by the parties; and
  - e. Any portion of the Fee which related to an amount due under paragraph 2a shall only be payable if, as and when such amounts are paid.
6. Independent Contractor: Finder is an independent contractor and shall have no right or authority to contract for, or to incur any legal obligation on behalf of, Carpedia Capital.
7. Expenses: Both the Finder and Carpedia Capital will be responsible for their own costs, fees and expenses associated with this Agreement.
8. Termination: Carpedia Capital may terminate this Agreement by written notice at any time and the obligations of both parties hereunder shall cease, except for the obligations of Carpedia Capital in the event it completes a Transaction with the Prospect after termination but prior to the first anniversary of the date of this Agreement.
9. Entire Agreement: This Agreement contains the entire agreement between Finder and Carpedia Capital with respect to the subject matter hereof, except with respect to a separate Confidentiality Agreement, and may not be modified or amended except in writing signed by each of the parties hereto. This Agreement merges with and supercedes all previous agreements, written or oral, governing potential fee arrangements, with respect to the subject matter hereof, amongst Finder and Carpedia Capital.
10. Non-Exclusive, No Obligation to Pursue Prospect: Nothing in this Agreement precludes Carpedia Capital from hiring other agents or finders or pursuing other potential transactions. Nothing in this Agreement requires Carpedia Capital to pursue or consider a Transaction with the Prospect.
11. Authorization, Applicable Law and Jurisdiction: The persons signing this Agreement are duly authorized to execute and deliver this Agreement on behalf of their party.

This agreement and the rights and obligations of the parties hereunder shall be construed and governed in accordance with the laws of the Province of Ontario.

This Agreement shall become legally binding with original or facsimile signatures and may be executed in counterparts (each of which shall be deemed an original, and both of which shall constitute one and the same instrument).

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

**FINDER**

**CARPEDIA CAPITAL LTD.**

Entity: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FINDER FEE AGREEMENT  
(Private Placement)**

**THIS FINDERS FEE AGREEMENT** dated as of the \_\_\_\_, day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the "Finder") and Carpedia Capital Ltd. ("Carpedia Capital").

WHEREAS Carpedia Capital manages investment capital seeking acquisition or equity investment transactions with companies meeting targeted investment profiles.

AND WHEREAS the Finder has identified \_\_\_\_\_ (the "Prospect") exclusively to Carpedia Capital as a candidate for a potential equity investment transaction (the "Transaction") and will introduce, as soon as practically possible, a principal of the Prospect to Carpedia Capital to discuss the Transaction.

AND WHEREAS Carpedia Capital has agreed to compensate the Finder upon the closing of a Transaction between Carpedia Capital and the Prospect upon the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the premises and respective covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, hereby covenant and agree as follows:

1. **Information:** Finder will use its best efforts to provide Carpedia Capital with information useful in its evaluation of a possible Transaction with Prospect, and will not disclose the possible interest of Prospect in a Transaction to any other party. Except in the case of its advisors or other representatives, Carpedia Capital agrees to keep confidential and not disclose to others (a) any such information that is not in the public domain, (b) the fact that the Prospect is or may be interested in a Transaction, and (c) the identity of the Prospect.
2. **Fee:** Upon the completion of a Transaction, the Finder shall be entitled to a fee based on the total consideration of the Transaction as calculated in paragraph 3 below ("Fee").

"Consideration" shall mean the total amounts of cash, plus the fair market value of everything other than cash to be paid to the Prospect by Carpedia Capital in connection with the closing of the Transaction. All Consideration other than cash shall be valued at the amount as set forth in the investment agreement between Carpedia Capital and the Prospect.

3. **Calculating Finder's Fee:** Carpedia Capital will pay or cause to be paid to Finder (except as provided in paragraph 5 below) as full compensation for its services, a Fee calculated as the total of:
  - a. five percent (5%) of any Consideration up to and including \$1 million;
  - b. four percent (4%) of any Consideration greater than \$1 million and less than and including \$2 million;
  - c. three percent (3%) of any Consideration greater than \$2 million and less than and including \$3 million;
  - d. two percent (2%) of any Consideration greater than \$3 million and less than and including \$4 million; and
  - e. one percent (1%) of any Consideration in excess of \$4 million.

Where the Fee based on the foregoing calculation results in an amount less than \$100,000, the Fee to be paid in connection with the Transaction will be \$100,000.

4. **Payment of Fees:** Carpedia Capital will pay or cause the Fee to be paid to Finder on the date of closing (except as expressly provided in paragraph 5 below) of the Transaction by wire transfer. Carpedia Capital shall inform Finder of the date and terms of closing. Finder shall have the right, and Carpedia Capital will assist Finder, to verify this information.

5. Exceptions on Fees:
  - a. No fees shall be payable under this Agreement if, within 14 days of the date of this Agreement, Carpedia Capital notifies Finder and, upon request, provides to Finder verifiable evidence of prior discussions of Carpedia Capital with Prospect concerning a possible Transaction during the last 24 months;
  - b. If Prospect is represented by another broker/finder to whom a fee is due from Prospect, as of the date of this Agreement, and this information is not disclosed to Carpedia Capital, the Fee payable hereunder to Finder shall be reduced by 50% unless waived by Carpedia Capital in writing;
  - c. If Finder is to receive fees directly from the Prospect, and this information is not disclosed to Carpedia Capital, then the Fee payable hereunder to Finder shall be reduced at the discretion of Carpedia Capital in part or in whole by the amount of such fee overlap;
  - d. No Fee shall be payable under this Agreement unless the Transaction between Carpedia Capital and the Prospect is closed on or prior to the first anniversary of the date hereof, unless such time horizon is mutually extended by the parties; and,
  - e. Any portion of the Fee which related to an amount due under paragraph 2 shall only be payable if, as and when such amounts are paid.
6. Independent Contractor: Finder is an independent contractor and shall have no right or authority to contract for, or to incur any legal obligation on behalf of, Carpedia Capital.
7. Expenses: Both the Finder and Carpedia Capital will be responsible for their own costs, fees and expenses associated with this Agreement.
8. Termination: Carpedia Capital may terminate this Agreement by written notice at any time and the obligations of both parties hereunder shall cease, except for the obligations of Carpedia Capital in the event it completes a Transaction with the Prospect after termination but prior to the first anniversary of the date of this Agreement.
9. Entire Agreement: This Agreement contains the entire agreement between Finder and Carpedia Capital with respect to the subject matter hereof, except with respect to a separate Confidentiality Agreement, and may not be modified or amended except in writing signed by each of the parties hereto. This Agreement merges with and supercedes all previous agreements, written or oral, governing potential fee arrangements, with respect to the subject matter hereof, amongst Finder and Carpedia Capital.
10. Non-Exclusive, No Obligation to Pursue Prospect: Nothing in this Agreement precludes Carpedia Capital from hiring other agents or finders or pursuing other potential transactions. Nothing in this Agreement requires Carpedia Capital to pursue or consider a Transaction with the Prospect.
11. Authorization, Applicable Law and Jurisdiction: The persons signing this Agreement are duly authorized to execute and deliver this Agreement on behalf of their party.

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This Agreement shall become legally binding with original or facsimile signatures and may be executed in counterparts (each of which shall be deemed an original, and both of which shall constitute one and the same instrument).

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

**FINDER**  
 Entity: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CARPEDIA CAPITAL LTD.**  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_