

## MUTUAL NONDISCLOSURE AGREEMENT

4185790 Canada Inc. ("**418**") has begun discussions with \_\_\_\_\_ in order to evaluate the feasibility of a possible business arrangement with \_\_\_\_\_ in connection with the internet-based executive search business developed by 418 for SAP/ERP Customers and SAP/ERP Consultants known as The SAP Directory as described at [www.thesapdirectory.com](http://www.thesapdirectory.com) (the "**Transaction**"), and each undersigned party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed and/or will disclose to the Receiving Party certain confidential and non-public information relating to or in connection with the Transaction (including, without limitation: (i) know-how, processes, ideas, inventions (whether patentable or not), other technical, business, financial, customer and service development plans, forecasts, marketing, pricing and development strategies, and other information and (ii) all analyses, compilations, studies, notes, summaries and other records thereof prepared by or on behalf of the Disclosing Party or its employees), which to the extent previously, presently or subsequently disclosed to the Receiving Party, is hereinafter referred to as "**Proprietary Information**" of the Disclosing Party.

In consideration of the parties' discussions in order to evaluate the feasibility of a Transaction and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the parties hereby agree as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in strict confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except for the discussions contemplated in this Agreement and (iv) not to copy any such Proprietary Information. Any employee or agent given access to any such Proprietary Information must have a legitimate "need to know" and will be similarly bound in writing.

The Receiving Party agrees to be responsible for enforcing the confidentiality of the Disclosing Party's Proprietary Information with respect to its directors, officers, agents and financial or legal advisors (including those who, subsequent to the first date of disclosure of Proprietary Information, become former directors, officers, agents or financial or legal advisors).

The Disclosing Party agrees that the foregoing clauses 1 (i), (ii), (iii) and (iv) shall not apply with respect to any information that the Receiving Party can document: (a) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of Receiving Party) generally known to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party without restriction, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party by employees or agents of the Receiving Party who have had no access to such information.

The Receiving Party may make disclosures required by court order provided the Receiving Party uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in

the proceeding to the extent reasonably practical. In the absence of such an order, the Receiving Party will furnish only that portion of the Disclosing Party's Proprietary Information which the Receiving Party is advised by written opinion of counsel it is legally required to furnish to avoid legal penalty.

2. Immediately upon (i) the decision by any party not to pursue the discussions contemplated in this Agreement, or (ii) a request by the Disclosing Party at any time (which will be effective if actually received or three days after mailed first class postage prepaid to the Receiving Party's address herein), the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts hereof.

The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed if at all, solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed. Moreover, Proprietary Information disclosed hereunder shall remain the property of the Disclosing Party, and disclosure of Proprietary Information by the Disclosing Party to the Receiving Party shall not constitute any grant, option, or license to the Receiving Party under any patent, copyright, trade secret or other rights now or hereinafter held by the Disclosing Party.

Neither party shall be deemed to have made any representation or warranty as to the accuracy or completeness of its Proprietary Information and neither party shall have any liability to the other party with respect to its Proprietary Information or any use thereof. This Agreement shall not prohibit or limit either party's right to disclose its Proprietary Information to third parties.

3. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement.
4. The Receiving Party will not, directly or indirectly, for a period of one year from the date of this Agreement, solicit for employment or any other engagement of the services of any person who is now employed by the Disclosing Party.
5. The Receiving Party acknowledges and agrees that due to unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party, resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and be indemnified by the Receiving Party for any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

6. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

This Agreement is governed by the laws of the Province of Quebec and the laws of Canada applicable therein. The parties have expressly required that this agreement and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR SET FORTH BELOW.**

Date \_\_\_\_\_

Date \_\_\_\_\_

**4185790 CANADA INC.**

By: \_\_\_\_\_  
Name: Norman Gold  
Title: President

Signature: \_\_\_\_\_  
Printed  
name: \_\_\_\_\_

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