
CONFIDENTIALITY AGREEMENT

PREAMBLE:

- A. The Parties have engaged in discussions and other communications (collectively, the "**Discussions**") regarding a potential business arrangement between them with respect to the Organization's proposed use of Cible's integrated donation and fundraising technology solution known as *Donna* (the "**Proposed Transaction**").
- B. The Parties acknowledge that the Discussions may result in disclosure, communication or other access (including by observation) between the Parties or their respective employees, affiliates, consultants, subcontractors, agents or other representatives (collectively, "**Representatives**") to Confidential Information (as described below) owned (or used or controlled by) one of the Parties (the "**Disclosing Party**") for the benefit of the other Party (the "**Recipient**") solely for the purpose of enabling the Parties to analyze and, if appropriate, to act upon the proposed Transaction in one or more subsequent separate agreements to be negotiated between the Parties in due course, each in its respective discretion, if any.
- C. The Parties wish to define their respective rights with respect to such Confidential Information and to protect their rights (or the rights of third parties to whom they owe a duty of confidentiality with respect thereto) with respect to such Confidential Information, including limiting access to and use of such Confidential Information by Recipient and its Authorized Representatives solely for the purposes contemplated herein.

NOW, **THEREFORE**, and in consideration of their respective commitments and obligations set forth herein, the Parties agree as follows:

1. For purposes hereof, the term "Confidential Information" includes, but is not limited to, any current, future or proposed business, technical, financial, philanthropic or personal information or data, business plans, strategies and projects, relationships with suppliers, customers, investors, donors, beneficiaries or other third parties and information relating thereto, communications or marketing programs, information on sources of revenue, financing or procurement, published or unpublished product or component descriptions, specifications, notebook entries, technical notes and charts, computer records, memoranda, correspondence or other technical information, research data and results or other information, software and its contents (both source and object code), technology, patents and patent applications, know-how processes, methods, procedures and techniques, databases, agreements and other confidential or proprietary information, and trade secrets, whether oral, written, graphical, digital or otherwise, present, past or future, owned,

possessed, used or controlled by the Disclosing Party or otherwise relating to the assets, financial condition, business or operations of the Disclosing Party that are of value and not generally known to the public from a legitimate source, provided that such information is marked as confidential or proprietary or could otherwise reasonably be considered confidential or proprietary based on the nature of such information or the circumstances in which it becomes so available, and any similar information obtained by the Disclosing Party from third parties to whom it may owe a duty of confidentiality relating thereto.

2. However, the term "**Confidential Information**" does not include information that:
 - 2.1 is or becomes part of the public domain through no fault or liability of the Recipient
 - 2.2 is validly in the possession of the Recipient from a lawful source prior to its disclosure contemplated herein and free from any obligation of confidentiality attaching thereto
 - 2.3 subsequent to its disclosure, is lawfully received by Recipient from a third party lawfully in possession of such information and who is not prevented from disclosing it to Recipient; or
 - 2.4 is independently developed by Recipient from its own sources, without using or referring to Confidential Information of the disclosing Party,in each case, as satisfactorily demonstrated by the Recipient.
3. Except as otherwise specifically required by law or expressly authorized in writing by the Disclosing Party, Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information, and shall take all necessary and appropriate steps to prevent its unauthorized disclosure or use and, at a minimum, shall use efforts as great as those it takes to protect its own Confidential Information, but in no event less than reasonable care.
4. Without limiting the foregoing, Recipient shall not at any time during the Discussions and any business relationships that may potentially result therefrom or at any time thereafter, either directly or indirectly, in any capacity, except for the sole purposes contemplated herein:
 - 4.1 disclose, reveal or communicate, or permit to be disclosed, revealed or communicated, any Confidential Information of the Disclosing Party to any individual or corporation, entity, firm or other third party;
 - 4.2 use or permit the use of any such Confidential Information for the benefit of the Recipient or any third party or in any other manner that may be detrimental or against the best interests of the Disclosing Party or third parties to whom the Disclosing Party owes a confidentiality obligation in connection therewith;

- 4.3 neither make nor permit to be made any copy in any medium or other reproduction of Confidential Information of the Disclosing Party except for a single copy of the Disclosed Confidential Information for archival purposes solely in connection with the activities contemplated hereby, provided that any such copy shall remain the sole property of the Disclosing Party and shall retain and faithfully reproduce any proprietary or other confidentiality notices that may appear on the original.
5. Recipient shall limit the disclosure of the Disclosing Party's Confidential Information to its Representatives who need access thereto for the purposes contemplated herein, provided, however, that Recipient shall have established and maintain appropriate written undertakings with each such authorized Representative that ensure full compliance by such Representative with all of the provisions hereof. In addition, Recipient shall take all necessary steps and reasonable precautions to prevent unauthorized disclosure and use of such Confidential Information by its Representatives.
6. All Confidential Information of the Disclosing Party and any expression thereof in any medium (including a photostatic or digital copy, reproduction, report, excerpt or summary of such Confidential Information) and all intellectual property rights therein shall be and remain, as between the Parties, the exclusive property of the Disclosing Party and shall be retained by the Recipient as agent for the sole benefit of the Disclosing Party.
7. Upon receipt of a written request from the Disclosing Party to do so, or upon completion of the Discussions or activities contemplated hereby, Recipient shall promptly return to the Disclosing Party, without charge, all documents and other information obtained in the course of the aforesaid Discussions or activities that constitute Confidential Information of the Disclosing Party, without retaining any summaries, copies, transcripts, reproductions, or written, digital, or other copies of such information, either directly or through any person. In addition, Recipient shall then destroy or erase any such Confidential Information from any medium whatsoever, including any computer system, filing system, database or other device containing such Confidential Information. Notwithstanding the delivery or destruction of any Confidential Information, Recipient shall remain bound by its confidentiality and other obligations under this Agreement with respect to such Confidential Information.
8. Neither Party shall otherwise disclose or permit to be disclosed any information concerning the substance of the Discussions or the disclosure of Confidential Information hereunder without the prior written consent of the other Party.
9. No provision hereof shall be construed as a grant to Recipient of any right, title, interest, license or other personal, intellectual, industrial or other property pertaining to the Disclosing Party's Confidential Information, nor in any patent, invention, copyright, trademark or other intellectual property of the Disclosing Party arising out of or otherwise based on such Confidential Information.

10. Furthermore, nothing herein shall be construed as a commitment or obligation of either Party to enter into the proposed Transaction or any other transaction or agreement whatsoever with the other Party. Any such obligation shall be confirmed, if at all, by such documentation as the Parties may deem appropriate, each in its sole discretion.
11. Each Disclosing Party hereby warrants that it has the right to disclose its Confidential Information to Recipient hereunder. No other representation or warranty, express or implied, is made by any Disclosing Party hereunder with respect to the scope or accuracy of its Confidential Information or its use by Recipient. Any such representation or warranty shall instead potentially be found in the documentation reflecting the completion of the proposed Transaction, if any.
12. If Recipient or any of its Representatives receives a subpoena, requisition or other proceeding, judicial or otherwise, that seeks an order for the disclosure in whole or in part of the contents of the Discussions or the Disclosing Party's Confidential Information, Recipient shall immediately notify the Disclosing Party in writing so as to allow the Disclosing Party to take such steps as may be necessary to maintain the confidentiality of the Discussions and its Confidential Information, to which Recipient shall not object.
13. Recipient shall immediately notify the Disclosing Party if it discovers any unauthorized use or disclosure (whether accidental, inadvertent or intentional) of the Disclosing Party's Confidential Information, including any breach of this Agreement by Recipient or its Representatives, and shall cooperate with the Disclosing Party in any reasonable manner to assist the Disclosing Party in recovering its Confidential Information and to prevent any further unauthorized use or disclosure thereof.
14. Each Party acknowledges that a remedy of damages may be insufficient to cure a failure by the other Party to comply with its restrictive covenants hereunder and that accordingly the provisions hereof are subject to specific performance, such other Party having the right to apply to a court of competent jurisdiction for an injunction to enforce the provisions hereof, without prejudice to any other rights and remedies that such other Party may have in the circumstances, it being understood that a remedy in damages would then seek to compensate for damages already suffered while a remedy in injunction would seek to prevent such breach from continuing in the future.
15. The obligations of the Recipient shall not be affected by its bankruptcy or insolvency or by its commencement of or consent to any proceedings for the appointment of a trustee, receiver, liquidator or interim receiver in respect of its property or if it files any notice and/or initiates any proceedings to enforce the provisions of any applicable bankruptcy, insolvency or creditors' arrangement legislation or regulation, insolvency or creditor arrangement legislation or regulations, or if it consents to or fails to object in a timely manner to the commencement of any such proceedings in respect of or against it, or by the rejection of any agreement between the parties by a trustee or other agent of its creditors.

16. This Agreement reflects the entire agreement between the Parties and supersedes any prior oral or written agreements, conditions, warranties, representations, proposals or communications relating to the Confidential Information.
17. The rights and obligations of each Party hereunder shall be binding upon its respective successors and assigns.
18. No waiver by a Party of its rights and remedies hereunder shall be effective against it unless such waiver is in writing, and no such written waiver shall be construed as valid for the future beyond its specific terms.
19. This Agreement may not be amended except by written consent of both Parties.
20. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement without affecting the remaining provisions of this Agreement.
21. The provisions hereof shall be governed by the laws in force in the Province of Quebec except for their conflict of law provisions.
22. Any notice, request or demand which may or shall be given hereunder shall be in writing and shall be delivered by any means that permits the sender to obtain proof of receipt by the addressee at the address of the addressee set out herein or at such other address in Quebec as a Party may from time to time designate to the other Party in accordance herewith.
23. Each of the signatories to this Agreement acting on behalf of a Party hereto certifies by his or her signature hereto that he or she is duly authorized to execute this Agreement for and on behalf of such Party and to bind such Party to the terms hereof.