

## **CONFIDENTIALITY AGREEMENT**

### **IN THE MATTER OF:**

**Information in  
any form relating to  
the Commitment of the Government of Canada  
as represented by the Minister of Finance (“Finance”)  
for Venture Capital**

This Agreement is made and entered into between

(name of organization)

(the “Firm”), and the Government of Canada as represented by the Minister of Finance (“Finance”). The parties agree to keep in confidence all correspondence, documents, materials, and other information (“Confidential Information”) that one party discloses (the “Discloser”) to the other party (the “Recipient”) in connection with the Firm’s participation in the general partner and manager of funds selection process under the Venture Capital Action Plan (the “Project”).

The Confidential Information may include draft term sheets and agreements, as well as any draft policy papers, formal written briefing material, oral discussions with officials of the Department of Finance Canada, Ministerial staff, the advisory body (including lead investors) assembled to conduct the evaluation process, and their agents and representatives, and any personal information, or information that is proprietary or confidential to the Discloser or its affiliated companies and disclosed to the Recipient for the purpose of the Project. Any material provided by the Firm in connection with the Project is to be marked “Private & Confidential – Commercially Sensitive Information”.

Each Recipient ACKNOWLEDGES that all Confidential Information made available to it is non-public, confidential in nature and shall remain at all times the property of the Discloser. Each Recipient further agrees to observe the following requirements and restrictions with respect to the Confidential Information except such

of it that becomes publicly available (other than through a violation of this Agreement or disclosure by another person subject to similar restrictions):

1. Each Recipient will not, under any circumstance, release or communicate the contents of the Confidential Information to any other person outside of its organization (except as may be required by statute or order of a court) or use the Confidential Information in any way for any purpose other than the purpose for which it is provided to it, except with the express written consent of the Discloser;
2. In the event of a breach of this Agreement, the party in breach of the Agreement will indemnify the other party against all losses, costs, charges, damages and expenses, including an amount paid to settle an action or satisfy a judgement, in respect of any claim, action or other proceeding brought against that party, arising out of any act or omission in breach of this Agreement;
3. The Firm has read and will observe all prohibitions and security measures required by section 4 of the *Security of Information Act* (accessible at: <http://laws-lois.justice.gc.ca>) and any further instructions as the Minister of Finance or the representatives of the Minister may, from time to time, give in respect of the Confidential Information;
4. Any copies made of, notes taken from or summaries of the Confidential Information (whether written or in electronic form) shall be considered part of the Confidential Information and are subject to the same restrictions as the Confidential Information;
5. When requested, the Firm will immediately return (or destroy, at its option), upon request, to Finance any Confidential Information in its possession or control, provided that the Firm (i) may retain one (1) copy of the Confidential Information to the extent required to be kept for compliance with any internal document retention or corporate governance policy and any statute or other legal requirement, and (ii) will not be required to purge any electronic documents in the Firm's electronic archive system; *provided* that any Confidential Information retained in accordance with this paragraph shall remain subject to the obligations of confidentiality under this Agreement;
6. The parties will act with honesty and in good faith, and uphold the highest ethical standards so that public confidence and trust in the integrity, objectivity and impartiality of government are conserved;

7. The Firm will disclose immediately if any Confidential Information or other matter relating to the Project may place, or be seen to place, it in a real, apparent or potential conflict of interest to:

Martin Marcone, Legal Counsel  
General Legal Services,  
Department of Finance Canada  
21<sup>st</sup> Floor, 140 O'Connor St  
Ottawa ON K1A 0G5  
Tel: 613-996-9722  
Fax: 613-944-5566

8. The parties will not use Confidential Information to further or seek to further their private interests or those of their relatives or friends or to improperly further or seek to improperly further another person's private interest; and
9. The parties will maintain the confidentiality of the existence and terms of this Agreement.

Each Recipient FURTHER ACKNOWLEDGES that the Discloser relies on this Agreement in providing the Confidential Information to the Recipient.

---

(print name of organization)

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

Name:

Title:

**THE GOVERNMENT OF CANADA AS REPRESENTED BY THE MINISTER OF FINANCE**

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

Name:

Title: