

CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date:	
Recipient	
Recipient's Address:	23 Lesmill Rd. Ste 302 Toronto, Ontario, M3B 3P6
Disclosure Period Ends:	

This Confidential Disclosure Agreement (the "Agreement") is entered into by and between _____ ("____"), Registered Company Name Customer "Abbreviation", with Head Office located _____ and the party identified above as the "Recipient" (each a "Party" and together the "Parties"). In order to protect certain confidential information that may be disclosed between them, _____ and the Recipient agree as follows:

1. Disclosing Party or Parties: Each Party disclosing Confidential Information hereunder (hereinafter referred to as a "Disclosing Party") is identified below:

2. Representatives: The Parties' representatives for disclosing or receiving Confidential Information are:

3. Purpose: A Party receiving Confidential Information under this Agreement ("Recipient") shall use the Confidential Information only for the purpose of: Assessment of potential lease financing of capital purchases.

4. Definition of Confidential Information: "Confidential Information" means any information, whether printed, in machine readable form or otherwise, that is proprietary or confidential to the Disclosing Party or its Affiliates (as hereinafter defined) and disclosed to the Recipient, including, without limitation, specifications, design plans, drawings, software, hardware, data, research, prototypes, customer information, marketing plans, or other business or technical information, and which is (a) disclosed by the Disclosing Party in writing and is marked as "Confidential" (or like designation) at the time of disclosure, or (b) disclosed by the Disclosing Party in any other manner and is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to the Recipient's representative within thirty days of the disclosure.

5. Restrictions: Recipient shall: (a) use the Confidential Information only in connection with the purpose described in Section 3 hereof, (b) hold all Confidential Information in confidence and provide access to such information to only those employees, contractors, Funders or Affiliates who (i) have a need

to know and (ii) have entered into a confidentiality agreement with Recipient that provides for at least the confidentiality and restricted use obligations that apply hereunder and which is reasonably calculated to protect the confidential or proprietary nature of the Confidential Information and prohibit its unauthorized use and disclosure, and (c) not disclose Confidential Information to any third party with the exception of the Recipients Funders without prior written approval of the Disclosing Party.

6. Standard of Care: Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature.

7. Exclusions: This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was in the Recipient's possession before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient; (f) is disclosed under operation of law; or (g) is disclosed by the Recipient with the Disclosing Party's prior written approval.

8. Return of Confidential Information: On receipt of a written demand from the Disclosing Party, Recipient shall return all Confidential Information, including any copies thereof, and any memoranda, notes or other documents relating to the Confidential information, or shall certify in writing its destruction.

9. Disclosure Period: This Agreement governs Confidential Information disclosed by the Parties between the Effective Date and the date specified above. Either Party may terminate this Agreement for any reason by giving thirty (30) days prior written notice to the other Party. The obligations contained in Section 5 hereof shall survive the termination of this Agreement until the end of the confidentiality period set out in Section 10 hereof.

10. Confidentiality Period: The duty of the Recipient and the recipient's Affiliates to protect Confidential Information disclosed under this Agreement and the restrictions contained in Section 5 hereof shall continue for a period of **two (2)** years from the date of disclosure or until such Confidential Information is exempted from the provisions of this Agreement pursuant to Section 7 hereof.

11. Warranty: Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS" AND NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WITH RESPECT TO THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.

12. Affiliates: Unless the Parties agree in writing to the contrary, this Agreement shall bind each Party's Affiliates, as well as the employees, consultants and contractors of such Affiliates. For the

purpose of this Agreement, the term "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement, including, without limitation, a Party's parent and subsidiaries, if any.

13. Rights in Confidential Information: All right, title and interest in and to the Confidential Information shall remain the property of the Disclosing Party and the Confidential Information shall be held in trust by the Recipient for the Disclosing Party. No license of any patent right, copyright or other rights in the Confidential Information, other than the rights necessary to enable the recipient to use the Confidential Information for the limited purpose hereunder, is granted hereby.

14. No Obligation: Neither Party has an obligation under this Agreement to purchase any service or item from the other party or to enter into any further agreement with the other with respect to the subject matter hereof or otherwise. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the confidential information. The Disclosing Party may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.

15. No Agency: The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

16. Assignment: Neither Party shall assign or transfer any rights or obligations hereunder without the prior written consent of the

other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party shall have the right to assign this Agreement to any Affiliate, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Agreement, or by the sale or transfer of the voting shares of the assigning Party resulting in a change in its effective control, provided however that the Confidential Information of the Disclosing Party may not be assigned to any third party without the prior written consent of the Disclosing Party.

17. Amendments: All amendments or modifications to this Agreement must be made in writing and must be signed by both parties.

18. Notices: Notices hereunder shall be in writing and shall be deemed duly given upon delivery to the Parties at the address set forth on the first page hereof.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. The Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

20. Binding Effect: Subject to the limitations set forth in this Agreement, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

[Easylease Corp.]

By: _____
Name:
Easylease Representative

By: _____
Name:
Title:

Distribution:
Original to Disclosing Party
Original to _____ Corporate Secretary