

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In the context of executing mandates for one or more immovable hypothec files sent by the Canadian Imperial Bank of Commerce (hereinafter the "Bank") to \_\_\_\_\_, Notary, the undersigned (hereinafter the "Representative") has been designated by the said notary to sign the deed of immovable hypothec ("the Deed of Immovable Hypothec") on behalf of the Bank.

As a result, the Representative has or may have access to confidential information related to the immovable hypothec file(s), including all verbal, written and other information, regardless of whether it is identified as confidential (hereinafter "Confidential Information").

Accordingly, the Representative agrees to the following:

1. The Representative undertakes not to:
  - (a) Disclose the Confidential Information to anyone without the written consent of the Bank, the borrower or any other party involved in the Deed of Immovable Hypothec. However, the Representative may disclose Confidential Information to comply with applicable laws and regulations, or if required by government or judicial authorities. In such an event, the Representative must inform the parties concerned of the disclosure obligation as soon as possible, prior to disclosing the Confidential Information, so that the Bank can prepare an objection, obtain a protective order or request any other applicable remedial measure, if necessary;
  - (b) Use the Confidential Information for any purpose other than signing the Deed of Immovable Hypothec;
  - (c) Retain a copy or extract from the Confidential Information or circulate the Confidential Information for any purpose other than for the immovable hypothec file(s).
2. The Representative acknowledges that any unauthorized disclosure of Confidential Information may cause harm to the parties concerned. In addition to all their other remedies of any kind whatsoever, these parties shall be entitled to seek an injunction to protect the Confidential Information.
3. No part of this agreement should be interpreted as an impediment to publication of the Deed of Immovable Hypothec in the land register by the notary.

Signed at \_\_\_\_\_, this \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_  
First name and last name of Representative