

CONFIDENTIALITY AGREEMENT

DEC 2015

PERSONAL & CONFIDENTIAL

RE: Proposed acquisition of locations ("Daycare")

Dear _____

You have expressed an interest in purchasing the "Daycare" as well as the properties. Excluding our hold co which owns the immovable property, you must provide your own hold co. In order for you to evaluate the Target Companies for the purposes of the proposed Transaction, you have requested that we provide you with information pertaining to the Target Companies. We will expect to keep our hold co. you will have to open your own for purchase of this sale should it go forward.

.As a condition to such information in connection with the Target Companies being furnished to you, including, without limitation: (i) any information concerning the business and affairs of the seller and-or its representatives or any of the Target Companies, including, without limitation, historical financial statements and information, personal net worth statements, financial projections, budgets, information regarding the Daycares, information regarding employees, children, parents, guardians and/or suppliers, analyses, compilations, notes, summaries, studies, work papers and other material or writings prepared by or on behalf of the Target Companies; and (ii) any other information in which the Target Companies or any director, shareholder, officer or employee thereof may have a proprietary interest or which is confidential; we require that you agree to treat all such information provided from the date of this letter confidentially, whether or not marked or identified as confidential (such information, together with any analyses, compilations, budgets, projections or other studies prepared during the review of the Target Companies which contain or otherwise reflect any of such information being hereinafter referred to collectively as the "Evaluation Material"). Evaluation Material does not, however, include (i) information that becomes generally available to the public other than as a result of a disclosure by you or your Representatives (as hereinafter defined), (ii) information that was properly available to you on a non-confidential basis prior to its disclosure by us or the Target

Companies or its representatives or (iii) information that becomes available to you on a non-confidential basis from a source other than ourselves or the Target Companies, provided that such source is not bound by a confidentiality obligation with the Target Companies or us and that such source did not improperly obtain such information (notwithstanding the foregoing exceptions, information about identifiable individuals such as, by way of example, employees of the Target Companies shall always constitute Evaluation Material).

You agree that the Evaluation Material is proprietary to, and the exclusive property of, us and the Target Companies and will be kept confidential and will not be disclosed by you provided, however, that any of the Evaluation Material may be disclosed to such of your financial or legal advisors (including your financial or legal advisors who, subsequent to the first date of disclosure of Evaluation Material, become former financial or legal advisors) who: (i) need to know such information for the purpose of evaluating the Transaction, (ii) shall be informed by you of the confidential nature of the Evaluation Material and (iii) shall be made, by you, to agree to preserve the confidentiality of the Evaluation Material (collectively, the "Representatives"), it being understood that you will be responsible for any breach of the provisions hereof by the Representatives.

Notwithstanding anything contained herein, we reserve the right not to make available any Evaluation Material in respect of the Target Companies or the Daycares, including, without limitation, names of employees or parents or guardians of children, which we consider, in our sole discretion, inadvisable or inappropriate to make available.

All requests by you for any Evaluation Material, or otherwise, shall be made to the designated representative of the Target Companies, the seller, and neither you nor any of your Representatives shall communicate with any employee, consultant, or parents or guardians of children attending the Target Companies or Daycares. For greater certainty, (i) if for any reason the Transaction does not occur or (ii) as of the date on which the Target Companies advise you that the Transaction shall not occur, then, for the two (2) year period immediately following the date of such notice, you shall not, directly or indirectly, recruit, solicit, induce, hire or employ any employee, consultant, or parents or guardians of children attending the Target Companies or Daycares to terminate his, her or their contractual relationship with the Target Companies. Should you violate this undertaking, you will, as penalty and liquidated damages, pay on demand to the Target Companies the amount of \$5,000 for each day of violation, without prejudice to the Target Companies' right to take out an injunction for the cessation of your activities or to exercise any other recourse. In addition, in case of your violation of the non-solicitation obligations regarding the Target Companies' employees and staff, you will pay a penalty equal to the annual salary of such employee at a Target Company who has left the employ of a Target Company. Such penalty is payable to the Target Company, which also has the right to initiate proceedings as it deems appropriate in order to stop the violation and to claim damages caused by it.

You also agree that (i) none of the Evaluation Material will be used for any purpose other than your consideration of the Transaction, (ii) you will not, and will direct your Representatives not to, disclose to any third party that discussions or negotiations are taking place concerning the Transaction including, without limitation, the status thereof and (iii) you will, at any time upon request of the seller and its representatives, promptly deliver and cause your Representatives to promptly deliver the Evaluation Material to the seller and-or its representatives without

retaining any copy thereof and destroy and cause your Representatives to destroy that portion of the Evaluation Material which consists of analyses, compilations, budgets, projections or other studies prepared by you or any of your Representatives.

In the event that you or any of your Representatives becomes legally compelled to disclose any of the Evaluation Material, you will provide us with prompt notice thereof so that we may seek an appropriate protective order. In the absence of such an order, you or such Representative will furnish only that portion of the Evaluation Material which you or such Representative is advised by written opinion of legal counsel is legally required to be furnished to avoid legal penalty.

You agree to be responsible for safeguarding, and enforcing, the confidentiality of the Evaluation Material with respect to your Representatives, and you agree, at your sole cost and expense, to take such action, legal or otherwise, as is necessary to prevent any disclosure or non-permitted use of the Evaluation Material by any third party.

In addition, you acknowledge and agree that (i) no representation or warranty of whatsoever nature, express or implied, is made in connection with the Evaluation Material, whether in connection with its accuracy, completeness or otherwise, and that the only representations or warranties upon which you will rely are those which may be contained in a definitive purchase agreement and that nothing obliges you or us to continue discussions relating to the Transaction and (ii) for a period of two years from the date that the parties acknowledge that discussions have ended in connection with the Transaction, you will not, directly or indirectly, recruit, solicit, induce, hire or employ any person employed by us or the Target Companies. Should you violate this undertaking, you will, as penalty and liquidated damages, pay on demand to the Target Companies the amount of \$5,000 for each day of violation, without prejudice to the Target Companies' right to take out an injunction for the cessation of your activities or to exercise any other recourse. In addition, in case of your violation of the non-solicitation obligations regarding the Target Companies' employees and staff, you will pay a penalty equal to the annual salary of such employee at a Target Company who has left the employ of a Target Company. Such penalty is payable to the Target Company, which also has the right to initiate proceedings as it deems appropriate in order to stop the violation and to claim damages caused by it.

You acknowledge that a breach of this letter may cause irreparable damage to us and to the Target Companies. Accordingly and in addition to any other remedies that we or the Target Companies may have at law or in equity, we and the Target Companies shall be entitled to obtain injunctive relief against you to prevent any continuing breach. You shall indemnify us and the Target Companies from all losses, damages, liabilities and expenses incurred or suffered by us and the Target Companies as a result of such breach.

Other than the Confidentiality Agreement _____, dated 2016 between some of the undersigned and the Target Companies, which Confidentiality Agreement continues to apply, this letter, once accepted, shall constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification or waiver of this letter shall be binding unless executed in writing by all parties.

No failure or delay by us or any of the Target Companies in exercising any right or recourse shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or

further exercise thereof or the exercise of any right or recourse. The binding agreement resulting from your acceptance of this letter shall be governed by, and construed and enforced in accordance with, the laws of the Province of Quebec, without reference to its conflicts or laws principles, and the federal laws of Canada applicable therein.

The parties have expressly required that this letter and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente lettre et tous les documents et avis qui y sont afférents soient rédigés en anglais.

Very truly yours,

NOVA HORIZONS for the seller

We accept the terms and conditions of the present letter agreement.

Agreed and accepted at _____, this day of _____
