

AFFIRMATION SOLENNELLE

Je, soussigné, **GEORGES ABIAD**, chef – Mise en marché et affaires électroniques, direction Développement et support – Ventes et Services, vice-présidence Ventes & Services Clientèle, Hydro-Québec, 2, Complexe Desjardins, Tour Est, 24^e étage, Montréal, Québec, affirme solennellement ce qui suit :

1. Depuis mai 2002, j'occupe le poste de chef – Mise en marché et affaires électroniques de la direction Développement et support – Ventes et Services, vice-présidence Ventes & Services Clientèle, Hydro-Québec ("Hydro-Québec");
2. Compte tenu de l'intérêt manifesté par les clients dans le cadre d'un projet pilote, j'ai personnellement participé aux négociations avec diverses firmes afin de retenir les services d'un fournisseur de service d'application pour offrir le service Visilec sur une base commerciale;
3. Suite à ces négociations, les services de la firme Enerwise Global Technologies, Inc. ("Enerwise"), ont été retenus tel qu'il appert d'un extrait du contrat, dont copie est produite à l'annexe 1;
4. Conformément au contrat intervenu avec Enerwise, Hydro-Québec s'est engagée à ne pas divulguer les prix ou tarifs relatifs au contrat, tel qu'il appert de la clause de confidentialité contenue à l'article 10.1 du contrat:

"Art. 10.1 Confidential Information. Considering that under the laws and regulations of the Province of Québec, data related to a Customer are considered as "Confidential Information", the parties agree as follows:

- a. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean all information provided to either party in whatever form (oral, written, computerized or otherwise), pertaining to Hydro-Québec or its subsidiaries, affiliates, and particularly its Customer and Customer Date. Confidential Information also includes, without limitation, analysis, previsions, reports, studies, inventions, concepts, designs, formulas, processes, software, technical data, knowledge on markets and sales, **prices, tariffs**, and lists of clients provided **by either party**, as well as financial, commercial and strategic information pertaining to either of the parties or their respective subsidiaries or affiliates.
- b. *Limited Disclosure*. The parties shall (i) treat confidentially the Confidential Information **and not disclose Confidential Information to any third party** or publish Confidential Information in whole or in part, except as provided for in this Agreement; (ii) disclose Confidential Information only to its employees and representatives having a need to know Confidential Information and inform them of the confidential nature of Confidential Information and of the importance of respecting the terms and conditions of the Agreement; of (iii) take and make sure that the employees and representatives take all necessary measures to protect the confidential nature of Confidential Information in the same manner that it protects its own information. Neither party shall have any obligation under this Section 10.1(b) with respect to information that (i) was in its possession on a nonconfidential basis prior to receipt from the other party, (ii) is or becomes public through no wrongful

act of the recipient, (iii) is received from a third party who is not bound by a duty of confidentiality with respect to that information, (iv) it develops independently without use of the other party's Confidential Information.

c. Ownership. Confidential Information disclosed is and remains the property of the disclosing party and, upon request, the other party shall remit to the disclosing party all material in its possession containing or constituting information or destroy such material and certify its destruction. The Agreement shall not be construed as granting any party any license or right in Confidential Information other than what is expressly granted under the Agreement."

5. Ainsi, l'information quant aux niveaux de prix proposés par le fournisseur du service d'application est confidentielle et ne peut être divulguée sans engager la responsabilité d'Hydro-Québec à l'égard de son fournisseur;
6. Tous les faits allégués à la présente déclaration sont vrais.

Et j'ai signé à Montréal, Québec, ce 27 février 2003.

(s) Georges Abiad
GEORGES ABIAD

Déclaré solennellement devant moi,
à Montréal, Québec, ce 27 février 2003.

(s) Carole Lemire (103 826)
Commissaire à l'assermentation
dans et pour le district de Montréal.