PRIVATE & CONFIDENTIAL

►**[Potential Bidder Organization Name and Address]**

Dear Sirs:

Re: Confidential Information with respect to Data & Audio Visual Enterprises Wireless Inc. and Data & Audio Visual Enterprise Holdings Inc. (collectively, the "Sellers")

In accordance with the terms of the Sale Procedures approved by the Ontario Superior Court of Justice (Commercial List) on November 13, 2013 (the "**Sale Procedures**") you have requested access to due diligence and other materials relating to the business and assets or shares (the "**Assets**") of the Sellers, such access to be coordinated by Ernst & Young Inc., in its capacity as the Court-appointed monitor in the *Companies' Creditors Arrangement Act* proceedings (the "**CCAA Proceedings**") of the Sellers (the "**Monitor**"). You will treat confidentially any information the Monitor, the Sellers or their representatives furnish to you in connection with the Assets (the "**Evaluation Material**"), provided, however, that the term "Evaluation Material" does not include information that: (a) was or becomes generally available to the public or to you on a non-confidential basis through no fault or breach of this agreement on your part or on the part of any of your directors, officers, employees or agents (including investment bankers, financing sources, accountants, and attorneys) (all such directors, officers, employees or agents referred to collectively as, "**Representatives**"); (b) was independently developed by you or your affiliates without reference to the Evaluation Material; or (c) was provided to you by a third party not known to you, after due inquiry, to be subject to confidentiality obligations.

You shall use the same degree of care as you use to protect your own confidential information of a similar nature, but not less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Evaluation Material.

You agree that you will not use the Evaluation Material for any purpose other than evaluating your interest in purchasing some or all of the Assets; provided, however, that you may disclose any Evaluation Material to your Representatives who need to know such information for the purpose of evaluating the possible purchase of the Assets (it being understood that you shall inform such Representatives of the confidential nature of such information and that, by receiving such information, they agree to abide by the terms this Agreement), provided that you will be responsible for any breach of the provisions of this Agreement by any such Representatives.

Upon gaining access to the Evaluation Material, you will not contact any director, officer or employee of the Sellers or its affiliates with respect to the Evaluation Material or any other matter contemplated in this Agreement, outside of the ordinary course of business, without prior written authorization from the Monitor.

In the event that you are required by applicable law or legal process or regulatory body or agency to disclose any part of the Evaluation Material, you will, to the extent permitted by law, give the Monitor and the Sellers prompt notice of such request so that the Monitor and the Sellers may seek an appropriate protective order. If in the absence of a protective order you are nonetheless compelled to disclose any part of the Evaluation Material, you may disclose such information to (but only to the extent necessary to comply with your legal obligations) without liability hereunder, provided, however, that you give the Monitor and the Sellers written notice of the information to be disclosed as far in advance of its disclosure as is practicable and legally permitted. Upon the Sellers' or the Monitor's request, you will use your commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Upon the Monitor's or the Sellers' written request, you shall return promptly to the Monitor or destroy all copies of the Evaluation Material and you shall provide promptly a written certificate to the Monitor and the Sellers confirming your compliance with this Agreement. Notwithstanding the foregoing, on written notice to the Monitor and the Sellers concurrently with the provision of the aforementioned written certificate, you may retain a copy of the Evaluation Material to the extent required in order to comply with regulatory and internal record retention requirements.

You agree that (a) the Sellers and the Monitor reserve the right, in their reasonable business judgment, and subject to competitive and other business considerations, to decline access to all or part of the Evaluation Material, and (b) that the Sellers and the Monitor reserve the right to reject any and all offers for the Assets or to terminate discussions and negotiations with you at any time all in accordance with the terms of the Sale Procedures. The exercise by the Sellers or the Monitor of these rights shall not affect the enforceability of any provision of this Agreement.

You acknowledge and agree that neither the Sellers nor the Monitor nor their representatives have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Sellers nor the Monitor nor their representatives shall have any liability to you or any of your Representatives resulting from the use of, or reliance on, the Evaluation Material. You agree that if you determine to engage in a transaction with the Sellers, such determination will be based solely on the terms of any definitive written agreement covering that transaction and on your own investigation, analysis and evaluation of the transaction.

You agree that damages may not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and that in addition to all other remedies, the Sellers shall be entitled to seek specific performance, injunctive relief or other equitable relief as a remedy for any such breach.

You agree that this agreement, and any rights of the Sellers hereunder, shall inure to the benefit of any party that enters into a transaction contemplated by the Sale Procedures.

The Sellers and the Monitor may disclose the existence of this agreement, the identities of the parties hereto and any other information in respect of this agreement, or a transaction proposed by any party hereto, to the Notice Parties (as defined in the Sale Procedures) and, to the extent required in connection with the CCAA Proceedings or applicable laws, to any other person.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement and the rights and obligations of the parties will terminate two years from the date hereof.

Please indicate your agreement with the foregoing by signing and returning one copy of this agreement to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3300
Toronto, ON M5J2Z4
Attention: Virginie Gauthier
e-mail: virginie.gauthier@nortonrosefulbright.com

and to:

Ernst & Young Inc.
Court-appointed Monitor of Mobilicity
Ernst & Young Tower
222 Bay Street
Toronto, ON M5K 1J7
Attention: Sajjad Mahmood
e-mail: sajjad.mahmood@ca.ey.com

with a copy to:

Thornton Grout Finnigan LLP
Counsel to the Court-appointed Monitor of Mobilicity
Suite 3200, 100 Wellington Street West
Toronto, ON M5K 1K7
Attention: Leanne Williams
e-mail: lwilliams@tgf.ca

Yours very truly,

DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Per: ________________________________

Name: William E. Aziz

Title: Chief Restructuring Officer

DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC.

Per: ________________________________

Name: William E. Aziz

Title: Chief Restructuring Officer

Confirmed and agreed to this______ day of _________________ , 2013.

► **[Potential Bidder Organization Name]**

Per: ________________________________

Name:

Title:

(I have the authority to bind the corporation)