

CONFIDENTIALITY AGREEMENT
(Potential Investor)
LONG FORM

BETWEEN:
.....
.....
(hereinafter referred to as the "Business")

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AND:
.....
.....
(hereinafter referred to as the "Potential Investor")
(the Business and the Potential Investor are hereinafter collectively referred to as the "Parties")

PREAMBLE

02 WHEREAS the Business wants the Potential Investor to invest an amount of dollars (\$.....) in the "....." project;

WHEREAS in order to allow the Potential Investor to accurately assess the adequacy of the proposed investment and to obtain all information required in that regard, the Potential Investor wishes to have access to various Confidential Information Elements belonging exclusively to the Business;

WHEREAS the Business has agreed to disclose various Confidential Information Elements to the Potential Investor, in accordance with the terms and conditions set forth in this agreement (hereinafter referred to as "this Agreement");

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

2.01 Disclosure of Confidential Information

Business	Potential Investor

The Business agrees to disclose to the Potential Investor various Confidential Information Elements belonging exclusively to the Business, in accordance with the terms and conditions set forth in this Agreement.

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2.02 List of Confidential Information Elements

The Parties have annexed hereto Schedule "...", entitled "List of Confidential Information Elements", which sets forth the Confidential Information Elements disclosed by the Business to the Potential Investor upon the signing of this Agreement.

2.03 Subsequent Disclosure of Additional Information

Following the signing of this Agreement, the Business may, at its entire discretion, disclose additional Confidential Information Elements to the Potential Investor. In such a case, a list of such additional Confidential Information Elements shall be prepared, initialed by the Parties and attached as a schedule to this Agreement. The said additional Confidential Information Elements shall be deemed to be part of the Confidential Information for purposes of this Agreement.

However, the failure to prepare such a list or to attach the list as a schedule to this Agreement shall not, in any manner whatsoever, exempt the said additional Confidential Information Elements from the application of this Agreement or exempt the Potential Investor from the obligation of confidentiality provided for herein.

2.04 Definitions

For purposes of this Agreement and unless the context obviously indicates another meaning, the following words and expressions shall have the following meaning:

- **"disclosure"**: shall include, without limitation:
 - a) making Confidential Information available to the Potential Investor;
 - b) disclosing Confidential Information to the Potential Investor, whether in verbal, written, visual, auditory, electronic or other form; and
 - c) granting permission to the Potential Investor to consult or take cognizance of Confidential Information;
- **"Documents"**: shall include, without limitation, all information elements in whatever form and on whatever medium whatsoever, including, without limitation, correspondence, notes, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microforms, sound recordings, videotape recordings, machine readable records, and any copy thereof;
- **"Confidential Information"**: shall include all information which:
 - a) is confidential:
 - i. by its very nature, at the request of the Business, or as a result of a presumption which the Potential Investor draws or should draw;
 - ii. whether or not its tangible representation bears the legend "confidential" or any other similar legend;
 - b) originates from the Business or its subsidiaries or affiliates, or from any client, supplier, associate or third party;
 - c) is presented in any form whatsoever, including in verbal, written, visual, auditory, electronic or other form;
 - d) is supplied, disclosed, communicated or otherwise transmitted to the Potential Investor;
 - e) is not generally known to the public or to any person who could benefit economically from its disclosure; and
 - f) relates to the Business or its subsidiaries, affiliates, clients, suppliers or associates, to

Business	Potential Investor