

CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AGREEMENT
(Selling Partner)
LONG FORM

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

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

PREAMBLE

WHEREAS, in the ordinary course of business, the Business designs, develops and acquires information of a technical, scientific and commercial nature, know-how and trade secrets which belong exclusively to it and which, collectively, constitute confidential information;

02 WHEREAS on, a letter of intent was signed by, as purchaser, and subsequently accepted by the Selling Partner with respect to the acquisition of the interest held by the Selling Partner in the Business;

WHEREAS during the period of time when the Selling Partner was a partner, the Business disclosed various Confidential Information Elements to him;

WHEREAS for good and valuable consideration, the Selling Partner agrees to enter into a confidentiality undertaking in favour of the Business in order to protect various Confidential Information Elements, 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

Business	Selling Partner

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

2.01 Disclosure of Confidential Information

The Selling Partner acknowledges that during the period of time when he was a partner, the Business disclosed to him various Confidential Information Elements belonging exclusively to the Business.

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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 Selling Partner.

2.03 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 Selling Partner;
 - b) disclosing Confidential Information to the Selling Partner, whether in verbal, written, visual, auditory, electronic or other form; and
 - c) granting permission to the Selling Partner 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 Selling Partner 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 Selling Partner;
 - 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 third parties, or to the business, operations, commercial relationships, assets or projects of any of them.

Confidential Information shall include all tangible and intangible elements constituting such Information (hereinafter referred to as the "Confidential Information Elements"), including the following, without limitation:

- a) plans, specifications, drawings, sketches, standards, practices, instructions, processes, recipes, formulas, methods, techniques, tactics, policies, methods of use, operations manuals, organization charts, compilations and documentation;

Business	Selling Partner