

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

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

01

AND:
.....
.....
(hereinafter referred to as the "Partner")
(the Business and the 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, all of the partners of the Business, including the Partner, entered into a partnership agreement;

OR

WHEREAS the Partner has been a partner of the Business since

WHEREAS, within the scope of his dealings with the Business, the Partner is likely to have access to, consult, use and create various Confidential Information Elements;

WHEREAS the Business has agreed to disclose various Confidential Information Elements to the Partner, and the Partner has agreed to have access to, consult, use and create 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

The preamble hereto shall form an integral part hereof.

Business	Partner

2.00 OBJECT

2.01 Disclosure of Confidential Information

When required as a result of its operations, but subject at all times to the entire discretion of the Business, the Business agrees to disclose to the Partner various Confidential Information Elements belonging exclusively to the Business, in accordance with the terms and conditions set forth in this Agreement.

2.02 Handling of Confidential Information

Given that the Partner is likely to have access to, consult, use and create various Confidential Information Elements within the scope of his dealings with the Business, the Partner agrees to handle the said confidential information in accordance with the terms and conditions set forth in this Agreement.

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 Partner;
 - b) disclosing Confidential Information to the Partner, whether in verbal, written, visual, auditory, electronic or other form; and
 - c) granting permission to the 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;
- **"Equipment"**: shall include, without limitation, all equipment for the following purposes:
 - a) Internet access;
 - b) e-mail;
 - c) computer;
 - d) telephone;
 - e) telecopier;
 - f) photocopier; and
 - g) intranet access;
- **"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 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 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

Business	Partner