

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

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

01

AND:
.....
.....
(hereinafter referred to as the "Shareholder")
(the Company and the Shareholder are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS, in the ordinary course of business, the Company 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 shareholders of the Company, including the Shareholder, entered into a shareholders' agreement;

OR
WHEREAS the Shareholder has been a shareholder of the Company since

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

WHEREAS the Company has agreed to disclose various Confidential Information Elements to the Shareholder, and the Shareholder 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

Company	Shareholder

The preamble hereto shall form an integral part hereof.

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 Company, the Company agrees to disclose to the Shareholder various Confidential Information Elements belonging exclusively to the Company, in accordance with the terms and conditions set forth in this Agreement.

2.02 Handling of Confidential Information

Given that the Shareholder is likely to have access to, consult, use and create various Confidential Information Elements within the scope of his dealings with the Company, the Shareholder 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 Shareholder;
 - b) disclosing Confidential Information to the Shareholder, whether in verbal, written, visual, auditory, electronic or other form; and
 - c) granting permission to the Shareholder 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 Company, or as a result of a presumption which the Shareholder draws or should draw;
 - ii. whether or not its tangible representation bears the legend "confidential" or any other similar legend;
 - b) originates from the Company 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 Shareholder;
 - e) is not generally known to the public or to any person who could benefit economically

Company	Shareholder