

CONFIDENTIALITY AGREEMENT
(Potential Shareholder)
LONG FORM

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

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

PREAMBLE

02 WHEREAS on, a letter of intent (hereinafter referred to as the "Letter of Intent") was signed by the Potential Shareholder and subsequently accepted by (hereinafter referred to as the "Vendor") with respect to the acquisition of the shares (**OR:** part of the shares) held by the Vendor in the share capital of the Company;

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

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

Company	Potential Shareholder

2.01 Disclosure of Confidential Information

The Company agrees to disclose to the Potential Shareholder various Confidential Information Elements belonging exclusively to the Company, 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 Company to the Potential Shareholder upon the signing of this Agreement.

2.03 Subsequent Disclosure of Additional Information

Following the signing of this Agreement, the Company may, at its entire discretion, disclose additional Confidential Information Elements to the Potential Shareholder. 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 Shareholder 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 Shareholder;
 - b) disclosing Confidential Information to the Potential Shareholder, whether in verbal, written, visual, auditory, electronic or other form; and
 - c) granting permission to the Potential 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;
- **"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 Potential 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 Potential Shareholder;
 - e) is not generally known to the public or to any person who could benefit economically

Company	Potential Shareholder