

CONFIDENTIALITY AGREEMENT
(Potential Purchaser of a Business)
LONG FORM

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

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AND:
.....
.....
(hereinafter referred to as the "Potential Purchaser")
(the Business and the Potential Purchaser 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 Purchaser and subsequently accepted by (hereinafter referred to as the "Vendor") with respect to the acquisition of the assets of the Business;

WHEREAS in order to allow the Potential Purchaser to accurately assess the adequacy of the proposed acquisition and to obtain all information required in that regard, the Potential Purchaser 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 Purchaser, 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

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Business Potential Purchaser

2.01 Disclosure of Confidential Information

The Business agrees to disclose to the Potential Purchaser 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 Purchaser 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 Purchaser. In such a case, a list of such additional Confidential Information Elements shall be prepared, initialled 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 Purchaser 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 Purchaser;
 - b) disclosing Confidential Information to the Potential Purchaser, whether in verbal, written, visual, auditory, electronic or other form; and
 - c) granting permission to the Potential Purchaser 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 Purchaser 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 Purchaser;
 - e) is not generally known to the public or to any person who could benefit economically from its disclosure; and

Business	Potential Purchaser