

# CONFIDENTIALITY UNDERTAKING (With Definitions)

## PERSONAL AND CONFIDENTIAL

*(Method of Delivery)*

..... (City), on ..... 20...

*(Corporate Name)*

**Attn: (Recipient)**

*(Address)*

*(City), (Province)*

*(Postal Code)*

**RE: ACKNOWLEDGEMENT AND CONFIDENTIALITY UNDERTAKINGS**

---

Dear Mr. [Ms.] .....

As agreed, we hereby confirm our various undertakings regarding all Confidential Information (as defined below) to be put at our disposal to allow us to assess the viability of making an offer to purchase all the shares or all or a substantial part of the assets of ..... *(identify business to be purchased)* (hereinafter the "Business") and, if applicable, for the purposes of preparing such offer.

Upon your accepting to disclose the Confidential Information, the undersigned acknowledges and agrees, in favour of the Business and its shareholders/owners, as follows:

### **0.00 DEFINITIONS**

#### **0.01 Activities**

means, regarding the Business, ..... *(describe its principal business activities);*

#### **0.02 Confidential Information**

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY's Activities, strategies or opportunities, Intellectual Property, as well as its suppliers, customers, financial situation or employees which, at the time of disclosure, is identified as confidential, is disclosed in confidence or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

(a) information known to the undersigned prior to the date of its disclosure;

- (b) information known by the public or available to the public prior to the date of its disclosure;
- (c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the undersigned;
- (d) information received at any time by a person who is not bound to the undersigned by a confidentiality undertaking with regard to that information;
- (e) information independently produced by the undersigned;
- (f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by law;

### **0.03 Intellectual Property**

means any intangible asset, the proprietary rights of which may be protected by contract such as know-how, trade secrets, recipes and other similar assets and any intangible asset, the proprietary rights of which are protected by Canadian or foreign Laws such as patents, copyright, trademarks, industrial designs, integrated circuit topographies or plant varieties and includes any application made to and any registration or patent issued by a public authority for the purpose of securing intellectual property rights to such intangible assets;

### **0.04 Representatives**

means the officers and consultants of the undersigned involved in the evaluation process and in the drafting of an offer to purchase all the shares or all or a substantial part of the Business assets, and, if applicable, for the purposes of preparing such offer.

## **1.00 EXCLUSIVE OWNERSHIP**

The undersigned acknowledges that all Confidential Information disclosed up to this day, as well as the Confidential Information to be disclosed, is and will remain the Business's exclusive property, and that its unauthorized disclosure may cause serious harm to the latter, or its shareholders/owners.

## **2.00 OBTAINING**