

## NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

(lender has provided corporation seeking financing with confidential information regarding lender's contacts)

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**CORPORATION**

[address]  
[City/Town], [Province], Canada  
(the "Corporation")

**OF THE FIRST PART**

**- and -**

**LENDER**

[address]  
[City/Town], [Province], Canada  
(the "Lender")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Parties intend to participate in negotiating for the private financing of the Corporation (the "Transaction(s)"), through or from certain persons, firms and/or other entities with whom the Lender has established business relationships (such persons, firms and entities being referred to as "Contacts").
- B. In the process of such negotiations the Lender has already disclosed or will disclose to the Corporation the names and other information about and concerning its respective Contacts.
- C. The Corporation desires to protect the Lender's compensation in such Transaction(s) and further, agrees to protect the Lender's compensation with regard to any future private financing transactions between the Corporation and any one or more of the Contacts whose names may be furnished to the Corporation by the Lender.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. During the term of this Agreement, the Corporation shall not, without prior written notice to the Lender, communicate or deal with, contract or negotiate with or consummate any of the aforementioned Transactions, or any other further private financing transactions with any Contact which has been introduced or brought to its attention by the Lender during the course of, or as a result of the negotiations or Transactions contemplated hereby, (including all Contacts made on or after [date]), unless the Corporation agrees to compensate the Lender in accordance with any agreement that may then be in place between the parties or, to the extent that no such agreement is in place, in accordance with reasonable compensation negotiated by the parties in good faith.
2. This Agreement shall apply to any and all private financing transactions entered into by the parties hereto, including, without limitation, initial and subsequent follow-up, repeat, extended or renegotiated transactions, regardless of the success of the Transaction.

**THIS IS A 2-PAGE FORM.**