

NON-COMPETITION NON-SOLICITATION AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

VENDORS
(the "Vendors")

OF THE FIRST PART

- and -

PURCHASER
(the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. The Vendors have entered into a purchase agreement made as of _____ (the "Purchase Agreement") with Purchaser pursuant to which Purchaser has agreed to purchase from the Vendors _____ (list items being sold under Agreement); and
- B. The obligations of Purchaser under the Purchase Agreement are expressly subject to the satisfaction of certain conditions therein set out, including the entering into of this agreement by the Vendors (hereinafter collectively referred to as the "Covenantors").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Covenantors acknowledge that the Covenantors have heretofore, as the direct or indirect owners of _____, had access to and have been entrusted with information relating to _____ (the "Business") that has not been disclosed to third parties ("Confidential Information") including, without limitation, trade secrets and know-how, computer programs, the names and addresses of suppliers and customers of the Business and their particular business requirements and the names and addresses of the employees of the Business, the disclosure of which Confidential Information to competitors of Purchaser or to the general public would be highly detrimental to the best interests of Purchaser. The Covenantors further acknowledge and agree that the right to keep confidential the Confidential Information constitutes a proprietary right that Purchaser is entitled to protect. Accordingly, the Covenantors covenant and agree with Purchaser that:

- (a) they will not disclose any Confidential Information to any person, nor shall they use the same for any purposes other than those of Purchaser, at any time during the period from the date hereof to that date which is ____ years from the date hereof;
- (b) they will not (without the prior written consent of Purchaser, which consent may be arbitrarily withheld), at any time during the period of ____ years from the date hereof, either individually or in partnership or jointly or in conjunction with any person as principal, agent, shareholder, employee or in any other manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit any of their names or any part thereof to be used or employed by any person engaged in or concerned with or interested in any business the same or similar to or competitive with the Business within _____; and

THIS IS A 2-PAGE FORM.