

## 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: