

## CONFIDENTIALITY AGREEMENT



Between

FarmWorks Investment Co-operative Limited,  
a Co-operative incorporated under the laws of the Province of Nova Scotia

And

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*(Here insert name of each individual disclosing information)*

I, Linda Best, acting as a Board Member or Advisor, on behalf of FarmWorks Investment Co-operative Limited, acknowledge that the information received or generated, directly or indirectly, while acting for FarmWorks is confidential and that the nature of the business of any applicant for funding by FarmWorks is such that the following conditions are reasonable, and therefore:

1. For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any and all information, in tangible or intangible form, that a party makes available to the other party regarding its business, business plans and processes (whether or not the subject of a patent), strategies, prospects, finances, pricing, forecasts or forecast assumptions, software and hardware products, source and object code, data processing and communications networking systems, technologies, marketing and merchandising, customer and supplier data, business practices, operations, techniques, service technologies and processes, and any other information which is confidential to the disclosing party.
2. The confidentiality and non-disclosure obligations of each party pursuant to this Agreement shall not apply to Confidential Information which:
  - is previously known by the receiving party independently prior to initial disclosure by the disclosing party or later if independently developed by the receiving party without any use of any Confidential Information;
  - is lawfully received from third parties where there exists no obligation of confidence;
  - is in or becomes part of the public domain without breach of this Agreement;
  - or is required to be released or disclosed by law or judicial order (provided that the receiving party shall forthwith give the disclosing party notice of any such required release or disclosure).
3. I warrant, covenant and agree as follows:
  - That I will not disclose, directly or indirectly, any confidential information with respect to any business conducted by FarmWorks investee Applicants.
  - That I will not copy or reproduce, in any form, information provided to FarmWorks by Investee Applicants for the purpose of distribution or use outside the scope of due diligence, and that all documentation provided to us will be returned unless otherwise approved, in writing, by the Provider of the confidential information.

4. I acknowledge that the aforesaid restrictions are necessary and fundamental to the business and to FarmWorks and are reasonable given the nature of the business carried on by FarmWorks.
5. Each provision of this agreement is separate and distinct and is severable from all other separate and distinct provisions.
6. This agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.
7. If any of the activities, periods of time, or other matters contained in this agreement are considered by a court of competent jurisdiction as being unreasonable, the court shall have the authority to limit such matters as the court deems proper in the circumstances and if any provision is void or unenforceable in all or in part, it shall not affect the enforceability of the balance of this agreement. FarmWorks Investment Co-operative Limited shall be entitled and has the right to obtain an injunction to ensure compliance with this agreement.
8. I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, **Nova Scotia**, this \_\_\_\_\_ day of \_\_\_\_\_.

**For FarmWorks Investment Cooperative Limited**

	<i>Linda Best</i>
Witness	Name (FarmWorks Board Member or Advisor)

Witness	Name (FarmWorks Board Member or Advisor)

**For Borrower**

Witness	Name and Signature (Borrower)

Witness	Name and Signature (Borrower)

