

**CONFIDENTIALITY AGREEMENT**  
(Standard Form – One-Way Commitment)  
**LONG FORM**

**BETWEEN:** .....  
.....  
.....  
(hereinafter referred to as the "Disclosing Party")

**01**

**AND:** .....  
.....  
.....  
(hereinafter referred to as the "Interested Party")  
(the Disclosing Party and the Interested Party are hereinafter collectively referred to as the "Parties")

---

---

**PREAMBLE**

**02** WHEREAS .....

WHEREAS in order to ....., the Interested Party wishes to have access to various Confidential Information Elements belonging exclusively to the Disclosing Party;

WHEREAS the Disclosing Party has agreed to disclose various Confidential Information Elements to the Interested Party, in accordance with the terms and conditions set forth in this agreement (hereinafter referred to as "this Agreement");

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**2.00 OBJECT**

**2.01 Disclosure of Confidential Information**

The Disclosing Party agrees to disclose to the Interested Party various Confidential Information Elements belonging exclusively to the Disclosing Party, in accordance with the terms and conditions set forth in this Agreement.

--	--

Disclosing Party Interested Party

03

**2.02 List of Confidential Information Elements**

The Parties have annexed hereto Schedule "...", entitled "List of Confidential Information Elements", which sets forth the Confidential Information Elements disclosed by the Disclosing Party to the Interested Party upon the signing of this Agreement.

**2.03 Subsequent Disclosure of Additional Information**

Following the signing of this Agreement, the Disclosing Party may, at its entire discretion, disclose additional Confidential Information Elements to the Interested Party. In such a case, a list of such additional Confidential Information Elements shall be prepared, initialled by the Parties and attached as a schedule to this Agreement. The said additional Confidential Information Elements shall be deemed to be part of the Confidential Information for purposes of this Agreement.

However, the failure to prepare such a list or to attach the list as a schedule to this Agreement shall not, in any manner whatsoever, exempt the said additional Confidential Information Elements from the application of this Agreement or exempt the Interested Party from the obligation of confidentiality provided for herein.

**2.04 Definitions**

For purposes of this Agreement and unless the context obviously indicates another meaning, the following words and expressions shall have the following meaning:

- **"disclosure"**: shall include, without limitation:
  - a) making Confidential Information available to the Interested Party;
  - b) disclosing Confidential Information to the Interested Party, whether in verbal, written, visual, auditory, electronic or other form; and
  - c) granting permission to the Interested Party to consult or take cognizance of Confidential Information;
- **"Documents"**: shall include, without limitation, all information elements in whatever form and on whatever medium whatsoever, including, without limitation, correspondence, notes, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microforms, sound recordings, videotape recordings, machine readable records, and any copy thereof;
- **"Confidential Information"**: shall include all information which:
  - a) is confidential:
    - i. by its very nature, at the request of the Disclosing Party, or as a result of a presumption which the Interested Party draws or should draw;
    - ii. whether or not its tangible representation bears the legend "confidential" or any other similar legend;
  - b) originates from the Disclosing Party or its subsidiaries or affiliates, or from any client, supplier, associate or third party;
  - c) is presented in any form whatsoever, including in verbal, written, visual, auditory, electronic or other form;
  - d) is supplied, disclosed, communicated or otherwise transmitted to the Interested Party; and
  - e) is not generally known to the public or to any person who could benefit economically from its disclosure.

Confidential Information shall include all tangible and intangible elements constituting such Information (hereinafter referred to as the "Confidential Information Elements"), including the following, without limitation:

Disclosing Party	Interested Party