

**CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AGREEMENT**  
(Subcontractor)  
**LONG FORM**

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

**01**

**AND:** .....  
.....  
.....  
(hereinafter referred to as the "Subcontractor")  
(the Business and the Subcontractor are hereinafter collectively referred to as the "Parties")

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**PREAMBLE**

WHEREAS, in the ordinary course of business, the Business designs, develops and acquires information of a technical, scientific and commercial nature, know-how and trade secrets which belong exclusively to it and which, collectively, constitute confidential information;

**02** WHEREAS, within the scope of the Parties' business relationship, the Business may from time to time be required to disclose various Confidential Information Elements to the Subcontractor;

WHEREAS the Business has agreed to disclose various Confidential Information Elements to the Subcontractor, and the Subcontractor has agreed to have access to the said Confidential Information Elements, 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**

Business	Subcontractor

**2.01 Disclosure of Confidential Information**

When required as a result of the Parties' business relationship, but subject at all times to the entire discretion of the Business, the Business agrees to disclose to the Subcontractor various Confidential Information Elements belonging exclusively to the Business, in accordance with the terms and conditions set forth in this Agreement.

**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 Business to the Subcontractor upon the signing of this Agreement.

**2.03 Subsequent Disclosure of Additional Information**

Following the signing of this Agreement, the Business may, at its entire discretion, disclose additional Confidential Information Elements to the Subcontractor. In such a case, a list of such additional Confidential Information Elements shall be prepared, initialed 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 Subcontractor 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 Subcontractor;
  - b) disclosing Confidential Information to the Subcontractor, whether in verbal, written, visual, auditory, electronic or other form; and
  - c) granting permission to the Subcontractor 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 Business, or as a result of a presumption which the Subcontractor draws or should draw;
    - ii. whether or not its tangible representation bears the legend "confidential" or any other similar legend;
  - b) originates from the Business 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 Subcontractor;
  - e) is not generally known to the public or to any person who could benefit economically from its disclosure; and

Business	Subcontractor