



## Confidentiality, Non-Competition, Non-Solicitation Agreement (Manufacturer)

### **LONG FORM**

- IDENTIFICATION OF THE PARTIES
- PREAMBLE
- OBJECT
  - Disclosure of Confidential Information
  - List of Confidential Information Elements
  - Subsequent Disclosure of Additional Information
  - Definitions
- CONSIDERATION
  - Obligation of Confidentiality
  - Duration of the Obligation of Confidentiality
  - Surrender of the Confidential Information Elements
- SPECIFIC DISPOSITIONS
  - Representatives of the Parties
  - Electronic Communications
  - Ownership of the Confidential Information
  - Intellectual Property Relating to the Confidential Information
  - No Licence Relating to the Confidential Information
  - Persons Having Access to the Confidential Information
  - Confidentiality Required from the Manufacturer's Representatives
  - Purposes of Access to the Confidential Information
  - Use of the Confidential Information
  - No Liability for Unauthorized Use
  - Accuracy of the Confidential Information
  - Obligations of the Manufacturer
  - Obligations of the Business
  - Representations and Warranties of the Manufacturer
  - Representations and Warranties of the Business
  - Confidential Information Belonging to a Third Party
  - Early Surrender of the Confidential Information Elements
  - Release From the Obligation of Confidentiality
  - Legal or Judicial Obligation to Disclose the Confidential Information
  - Exclusivity of the Manufacturer's Services
  - No Right to Contact the Business's Clients
  - Covenant Not to Compete
  - Undertaking Not to Solicit Clients
  - Undertaking Not to Solicit Personnel
  - Injunction
  - Damages
  - Extension of Duration of a Breached Undertaking

- Separate Undertakings
  - Reasonableness of the Undertakings
  - Judicial Reduction of the Undertakings
  - Discretionary Reduction of the Undertakings
  - Relationship Between the Parties
  - Other Agreements Between the Parties
  - No Defence
  - Reasonable Legal Expenses
  - Professional Fees Relating to this Agreement
- GENERAL PROVISIONS
    - "Force Majeure"
    - Severability
    - Notices
    - Headings
    - Schedules
    - No Waiver
    - Cumulative Rights
    - Entire Agreement
    - Amendments
    - Number and Gender
    - No Right to Transfer
    - Calculating Time Periods
    - Currency
    - Governing Law
    - Election of Domicile
    - Counterparts
    - Successors
    - Joint and Several Liability
    - Elapsed Time
    - Language
- EFFECTIVE DATE
  - TERM OF THE AGREEMENT
  - TERMINATION
  - ACKNOWLEDGEMENT BY THE PARTIES
  - SIGNATURES OF THE PARTIES
  - INTERVENTION
  - SCHEDULE: LIST OF CONFIDENTIAL INFORMATION ELEMENTS
  - SCHEDULE: MANUFACTURER'S REPRESENTATIVES

### **SHORT FORM**

- IDENTIFICATION OF THE PARTIES
- OBJECT
  - Disclosure of Confidential Information
  - List of Confidential Information Elements
  - Subsequent Disclosure of Additional Information



- CONSIDERATION
  - Obligation of Confidentiality
  - Duration of the Obligation of Confidentiality
  - Surrender of the Confidential Information Elements
  
- SPECIFIC PROVISIONS
  - Covenants Not to Compete, Not to Solicit Clients, Not to Solicit Personnel
  - Injunction
  - Damages
  - Reasonableness of the Undertakings
  - Judicial Reduction of the Undertakings
  
- EFFECTIVE DATE, TERM AND TERMINATION OF THE AGREEMENT
- SIGNATURE OF THE PARTIES