

**CONFIDENTIALITY AGREEMENT**  
(Between Two Businesses – Mutual Commitment)  
**LONG FORM**

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

**01**

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

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**PREAMBLE**

**02**

WHEREAS .....

WHEREAS in order to ....., each of the Parties wishes to have access to various Confidential Information Elements belonging exclusively to the other Party;

WHEREAS each of the Parties has agreed to disclose various Confidential Information Elements to the other 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**

As Disclosing Party, each of the Parties agrees to disclose to the other Party various Confidential Information Elements belonging exclusively to the Disclosing Party, in accordance with the terms and conditions set forth in this Agreement.

**03**

**2.02 List of Confidential Information Elements**

Business A	Business B

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

### 2.03 Subsequent Disclosure of Additional Information

Following the signing of this Agreement, each of the Parties may, at its entire discretion, disclose additional Confidential Information Elements to the other 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 Parties 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 one of the Parties;
  - b) disclosing Confidential Information to one of the Parties, whether in verbal, written, visual, auditory, electronic or other form; and
  - c) granting permission to one of the Parties 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 Party who owns it, or as a result of a presumption which the other Party draws or should draw;
    - ii. whether or not its tangible representation bears the legend "confidential" or any other similar legend;
  - b) originates from one of the Parties 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:

- a) plans, specifications, drawings, sketches, standards, practices, instructions, processes, recipes, formulas, methods, techniques, tactics, policies, methods of use,

Business A	Business B