

# CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

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This Confidentiality Agreement ("Agreement") is made:

Between : .....( the "Company") = a corporation organized and existing under the laws of the..... , with its head office located at.....

And : ..... ( the "Contractor") , an individual with his main address located at .....

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

## 1. LENGTH OF AGREEMENT

This Agreement begins retroactively to the beginning of Contractor's relationship with Company and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

## 2. REPRESENTATION AND WARRANTIES

The Contractor represents and warrants that his relationship with the company will not cause or oblige him to violate any obligation, agreement or confidentiality relating to confidential information, trade secrets and proprietary information with any other person, company or entity. In addition, the Contractor recognizes that a condition of this relationship is that he has not provided and will not provide or use in the performance of his duties within the company any proprietary or confidential information, whatsoever, either in writing or not, from a former employer without authorization. Failure to comply with this condition results in the automatic termination of the relationship from the moment of termination. Unless otherwise stated herein, there is no invention, work or plans of the Contractor, made or designed heretofore by the Contractor that the Contractor deems to be excluded from the scope of this Agreement, and the Contractor releases hereby the company of any claim on the part of the Contractor. the Contractor by reason of any use by the company of any works, inventions, projects made or designed to date by the Contractor.

## 3. CONFIDENTIALITY

- a. Contractor hereby acknowledges that Company has made, or may make, available to Contractor certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, financial