

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[CUSTOMER]
(the "Customer")

- and -

[SUPPLIER]
(the "Supplier")

WHEREAS:

- A. The Customer is in the business of [describe nature of the Customer's business] (the "Business");
- B. The Supplier is a supplier of [describe nature of supplies provided to the Customer by the Supplier] to the Customer.

NOW THEREFORE, in consideration of the Customer agreeing to discuss the Business with the Supplier, and otherwise disclosing particulars of the Business to the Supplier, and placing orders with the Supplier, the parties hereby undertake and agrees as follows:

1. **Scope of This Agreement:** The parties agree that this Agreement is only for the purposes of protecting the Customer's confidential information and the Customer's proprietary interest in the Business. Any agreement between the parties as to joint business activities will be set out in specific subsequent written agreements. In particular, nothing herein shall constitute one party to be the agent, partner or co-venturer of the other with respect to any project or activity. However, this Agreement shall apply to all past, present and future interaction between the parties unless specifically modified or superseded by subsequent written agreements.
2. **Confidential Information:** The term Confidential Information shall include but shall not be limited to all confidential business information or trade secrets furnished by the Customer to the Supplier with respect to the Business, whether in oral, written, graphic or machine-readable form, and all copies or reproductions thereof, including but not limited to business plans, marketing plans, and product or service outlines. Information made available to the general public and information generally known in the Customer's industry shall not be considered to be Confidential Information. Confidential Information shall at all times remain the Customer's exclusive property.