

# Confidentiality Agreement Section

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any non-public information, whether oral, written, electronic, or in any other form, disclosed by the Contractor to the Subcontractor in connection with the construction project, including, but not limited to: plans, drawings, specifications, technical data, financial information, business strategies, client lists, pricing, and contract terms.

## 2. Obligations of Confidentiality

The Subcontractor agrees to:

1. Maintain all Confidential Information in strict confidence.
2. Not disclose Confidential Information to any third party without prior written consent from the Contractor.
3. Use Confidential Information solely for the performance of subcontracted work for the project.
4. Take all reasonable precautions to prevent unauthorized disclosure or use of Confidential Information.

## 3. Exclusions

The obligations set forth in this Section shall not apply to any information that:

- Is or becomes publicly available without breach of this Agreement;
- Was already known to the Subcontractor prior to disclosure;
- Is received by the Subcontractor from a third party lawfully in possession of such information; or
- Is required to be disclosed by law or court order, provided prompt notice is given to the Contractor.

## 4. Return or Destruction of Information

Upon completion or termination of the project, or upon request by the Contractor, the Subcontractor shall promptly return or destroy all materials containing Confidential Information.

## 5. Duration

The obligations concerning Confidential Information shall survive completion of the subcontracted work and remain in effect for a period of five (5) years following the date of termination or completion of the project.