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| **Created by:**[Owner. FirstName][Owner. Last Name][Owner. Company] |

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| **Prepared for:**[Recipient. FirstName] [Recipient. Last Name] [Recipient. Company] |

This Confidentiality Agreement (the “Agreement”) is made effective as of (MM.DD.YYYY), between [Owner. FirstName] [Owner. Email], Owner of Confidential Information, of [Owner. Street Address] [Owner. City] [Owner. State] [Owner. Postal Code], and [Recipient. FirstName] [Recipient. Last Name], Recipient of Confidential Information, of [Recipient. Street Address] [Recipient. City] [Recipient. State] [Recipient. Postal Code].

In this Agreement, the party who owns the Confidential Information will be referred to as “Owner,” and the party to whom the Confidential Information will be disclosed will be referred to as “Recipient.”

Owner is part of Owner Business Name. Recipient is part of Recipient Business Name.

Definition of Confidential Information:

Reasons for Disclosing Confidential Information:

The Owner requests and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree to the terms as follows:

## I. CONFIDENTIAL INFORMATION

The term “Confidential Information” is defined as any information or material which is the property of Owner, whether or not owned or developed by Owner, which is not generally known by anyone other than Owner, and which Recipient may obtain through any direct or indirect contact with Owner.

A. Confidential Information includes the following without limitation:

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|  Business records and plans Financial statements Customer lists and records Trade secrets Technical information Products Inventions Product design information Other proprietary information\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Product design information Pricing structure Discounts Costs Computer programs and listings Source code and/or object code Copyrights and other intellectual property |

B. Confidential Information does not include (select all that apply):

 Matters of public knowledge that result from disclosure by Owner

 Information rightfully received by Recipient from a third party without a duty of confidentiality

 Information independently developed by Recipient

 Information disclosed by operation of law

 Information disclosed by Recipient with the prior written consent of Owner and any other

information that both parties agree in writing is not confidential.

## II. PROTECTION OF CONFIDENTIAL INFORMATION

Recipient understands and acknowledges that the Confidential Information has been developed or obtained by Owner through the contribution of time, effort, expense and creativity, and that the Confidential Information is a valuable, asset of Owner which provides Owner with a significant advantage, therefore said Confidential Information needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Recipient agrees to not disclose and hold in confidence the Confidential Information to any person or entity without the prior written consent of Owner. Additionally, Recipient agrees that:

### No Copying/Modifying will Occur

Recipient will not copy or modify any Confidential Information without the prior written consent of Owner.

### No Disclosure to Employees

Recipient shall not disclose any Confidential Information to any employees of Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed will sign a nondisclosure agreement substantially the same as this Agreement following the request of Owner.

### Unauthorized Disclosure of Information

If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Owner shall be legally entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

## III. RETURN OF CONFIDENTIAL INFORMATION

Upon the written request of Owner, Recipient shall return to Owner all written materials containing the Confidential Information. Recipient shall additionally deliver to Owner written statements signed by Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

## IV. NO WARRANTY

Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Owner MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Owner BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

Owner does not represent or warrant that any product or business plans disclosed to Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of Recipient.

## V. LIMITED LICENSE

Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between Owner and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Owner, even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

## VI. GENERAL PROVISIONS

This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information or until the Confidential Information disclosed to Recipients no longer confidential. Any amendments must be in writing and signed by both parties.

This Agreement shall be construed under the laws of the State of State name. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

### IMPORTANT NOTE

Additional documents accompanying the Confidentiality Agreement should be marked as “confidential” before being given to a second party. If attaching additional documents, note them in the following format below.