

## Confidentiality Agreement

Agreement between (COMPANY SUPPLYING CONFIDENTIAL INFORMATION)  
\_\_\_\_\_ (Company) and (YOUR COMPANY)  
\_\_\_\_\_ (Undersigned).

Pursuant to this agreement \_\_\_\_\_ (Company) agrees to disclose to \_\_\_\_\_ (Undersigned) certain confidential information relating to \_\_\_\_\_ (Company) for the following purposes: \_\_\_\_\_, and \_\_\_\_\_ (Undersigned) shall have access to said confidential information only for the purposes described above.

\_\_\_\_\_ (Undersigned) agrees not to use or disclose said confidential information except as provided under the terms of this agreements.

Be it known that \_\_\_\_\_ (Company) has or shall supply or disclose to \_\_\_\_\_ (Undersigned) certain confidential information, trade secrets, or proprietary information as attached. Pursuant to this agreement, \_\_\_\_\_ (Company's) business records and/or interview suppliers, customers, employees, or representatives of \_\_\_\_\_ (Company) only in the following circumstances:

- Where \_\_\_\_\_ (Undersigned) agrees not to use or disclose such confidential or proprietary information or trade secrets and hold such information in trust and confidence; and
- Where \_\_\_\_\_ (Undersigned) agrees that such privileged information shall be used only for its intended purpose and shall not be used for any other purpose nor disclosed to any third party for any purpose whatsoever.
- Where \_\_\_\_\_ (Undersigned) agrees not to make copies or abstracts or retain any written information supplied by \_\_\_\_\_ (Company).
- Where \_\_\_\_\_ (Undersigned) agrees to return upon demand by \_\_\_\_\_ (Company) all information, including written notes, photographs or memoranda.
- Where \_\_\_\_\_ (Undersigned) agrees not to disclose confidential information to any employee, consultant, or third party unless such party agrees to execute and be bound by the terms of this agreement. Where it is agreed that \_\_\_\_\_ (Undersigned) shall have no obligation with respect to any information previously known by \_\_\_\_\_

(Undersigned) or generally known within the community prior to date of this agreement or that shall become common knowledge with the community thereafter.

- Where \_\_\_\_\_ (Undersigned) acknowledges that information disclosed by \_\_\_\_\_ (Company) is privileged and confidential and in the event of any breach, \_\_\_\_\_ (Company) shall be entitled to injunctive relief as a cumulative and not necessarily successive remedy.

This confidentiality and trade secret agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed under seal this \_\_\_\_\_ Date \_\_\_\_\_

(Your Company) \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_