

CONFIDENTIALITY AGREEMENT NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[FIRST PARTY NAME]**, a Corporation of the State of [STATE], with an address of [FIRST PARTY ADDRESS] (the "Disclosing Party"), and **[SECOND PARTY NAME]**, a Individual of the State of [STATE], with an address of [SECOND PARTY ADDRESS] (the "Receiving Party").

Recitals

WHEREAS, the Parties may engage in discussions, consultations, or exchanges of information that may involve confidential or proprietary information belonging to one or both Parties; and

WHEREAS, the Parties wish to establish a general framework for the protection of such information without necessarily contemplating a specific commercial transaction;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the Parties agree as follows.

1. Purpose

The purpose of this Agreement is: **[BUSINESS PURPOSE]** (the "Purpose"). The Parties acknowledge this Agreement is a general confidentiality agreement and is effective whether or not the Parties ultimately enter into any further business arrangement.

2. General Confidentiality Acknowledgment

No Pre-Existing Relationship Required. This Agreement is effective upon the Effective Date and does not depend on the existence of any prior contract, employment, or commercial relationship between the Parties.

Scope of Protection. The scope of Confidential Information protected under this Agreement is broad and captures any information a reasonable person would understand to be confidential given the context and circumstances of disclosure, subject only to the exclusions in Section 4.

3. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by Disclosing Party to Receiving Party in connection with the Purpose, in any form, whether or not marked "Confidential."

Without limitation, Confidential Information includes:

- Business plans, strategies, and operational information;

- Financial information, projections, budgets, and pricing;
- Trade secrets, proprietary processes, and know-how;
- Customer and prospect lists and related data;
- Any other information a reasonable person would understand to be confidential.

4. Exclusions

Confidential Information does not include information Receiving Party can show by written records was (a) public, (b) known without obligation prior to disclosure, (c) received from a third party without obligation, (d) independently developed without reference to Confidential Information, or (e) required by legal order (subject to prompt notice and cooperation).

5. Obligations

Receiving Party shall: (a) hold Confidential Information in strict confidence; (b) use it only for the Purpose; (c) not disclose it to any third party without consent; (d) use at least a reasonable degree of care; (e) limit access to personnel with a need to know under equivalent obligations; and (f) promptly notify Disclosing Party of any unauthorized use or disclosure.

6. No License; No Obligation; No Warranty

No license to Confidential Information or any intellectual property is granted, except the limited right to use Confidential Information for the Purpose. Neither Party is obligated to enter into any further agreement. Confidential Information is provided "AS IS."

7. Return or Destruction

Upon completion of the Purpose, expiration of this Agreement, or Disclosing Party's written request, Receiving Party shall return or destroy all Confidential Information and certify compliance in writing within five (5) business days, subject to retention of one archival copy as required by law.

8. Term and Survival

This Agreement continues for 3rd (3) years from the Effective Date. Trade-secret obligations continue for as long as the information retains trade-secret status, which may be indefinitely.

9. Remedies

Injunctive relief. Breach may cause irreparable harm; Disclosing Party may seek immediate injunctive relief without bond or proof of actual damages. **Attorney's fees.** Prevailing Party recovers reasonable attorney's fees to extent permitted by law.

Cumulative remedies. All remedies are cumulative.

10. Required Disclosures and Protected Activity

General whistleblower protection. Nothing herein prohibits reporting suspected violations of law to government agencies.

11. General Provisions

Governing Law. State of [STATE]. **Venue.** Exclusive venue in [VENUE CITY FOR COURT OR ARBITRATION], [STATE].

Assignment; Severability; Waiver; Entire Agreement; Counterparts; Notices. No assignment without consent. Invalid provisions reformed. No waiver except in signed writing. Entire agreement on subject matter. Counterparts and electronic signatures permitted under ESIGN. Notices to preamble addresses.

Signatures

Disclosing Party

PRINTED NAME

SIGNATURE

DATE

Receiving Party

PRINTED NAME

SIGNATURE

DATE