

Confidentiality Agreement

PARTIES. This Confidentiality Agreement (hereinafter the "Agreement") is entered into as of _____ (hereinafter the "Effective Date") by and between

_____ (hereinafter "Disclosing Party"), an _____ who is located at _____, _____, _____, _____.

and _____ (hereinafter "Receiving Party"), an _____ who is located at _____, _____, _____, _____.

WHEREAS, The Parties has expressed interest in exploring a potential business relationship (hereinafter the "Transaction").

WHEREAS, In respect to each party's evaluation of the Transaction, their respective affiliates, directors, officers, employees, agents, and advisors may grant or have access to certain confidential and proprietary information.

THEREFORE, In consideration of the Confidential Information being furnished, The Parties hereby agree as follows:

1. Agreement. This Confidentiality Agreement shall be (Check One)

- **Unilateral** – Wherein the Disclosing Party shall have sole ownership of the Confidential Information with Receiving Party being prohibited from disclosing confidential and proprietary information, released by the Disclosing Party.

- **Mutual** – Wherein the parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another.

2. Confidential Information. "Confidential Information" as used in this Agreement shall be any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to any of the following:

- A. Product development and plans, marketing strategies, documentation, reports;
- B. Customer lists, relationships, and profiles;
- C. Any external and internal information and data relating to the past, present, or future business activities and design, which the Disclosing Party considers confidential and intellectual property.

3. Exclusions from Confidential Information. Confidential Information will not apply to any information, such as:

- A. Any similar, but publicly known and available, information that is otherwise a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;

- B. Any information that is or was received by Receiving Party from a third-party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation with Disclosing Party;
- C. Any information that is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
- D. Any information that is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information;

4. Obligation to Maintain Confidentiality. With respect to Confidential Information, the Parties shall hold and maintain the same in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis. Should any Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party within _____ days.

This Section shall not apply to the disclosing Party if this Agreement is Unilateral as marked in Section II.

5. Representatives. Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

6. Disclaimer. No representation or warranty, express or implied, is made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion to:

- A. reject any proposals made by the other party or its Representatives with respect to the Transaction;
- B. Terminate any discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and
- C. Change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

7. Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement shall not be amended except in writing with the acknowledgment of the Parties.

8. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, with return receipt requested, addressed to the party to be notified at the following address and contact information below.

_____, _____
_____, _____

_____, _____
_____, _____

9. Term and Period. The term of this Confidentiality Agreement shall remain in effect until such time the Confidential information specified herein no longer qualifies or considered as confidential and proprietary, or a trade secret, or until notice was written and made releasing the said party from this Agreement.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of STATE.

11. Effectivity. This Confidentiality Agreement will inure to the benefit of and be binding on the respective successors, representatives, and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date first written above.

Disclosing Party's Signature: _____

Printed Name: _____

Date: _____

Receiving Party's Signature: _____

Printed Name: _____

Date: _____