

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 agreement.

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) may grant _____ (Undersigned) the right to inspect _____ (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: _____