

## **Business Confidentiality Agreement Template**

The outlined Non-Disclosure Agreement (the “Agreement”) enters into agreement between \_\_\_\_\_ (“Disclosing Party”) and \_\_\_\_\_ (“Receiving Party”). The purpose of this agreement is to prevent unauthorized disclosure of Confidential Information of Company X as defined below. Both parties enter this relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

### **1. Definition of Confidential Information**

“Confidential Information” includes all information or material that has or could have commercial value or other utility in Company X in which the Disclosing Party is engaged. If there is Confidential Information in written form then the Disclosing Party must label or stamp the material with the word “Confidential” or a similar warning. If the Confidential Information is conducted verbally then the Disclosing Party must provide a written document that indicates the verbal communication of Confidential Information – include the date, time and with whom.

### **2. Exclusions from Confidential Information**

The obligations of the Receiving Party under this Agreement do not extend to any of the following in terms of information that is: (a) known publicly at the time of disclosure or becomes subsequent public knowledge that is no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) Receiving Party legitimately learns from someone other than the Disclosing Party or representatives of the Disclosing Party; or (d) receives written approval by the Disclosing Party.

### **3. Obligations of the Receiving Party**

The Receiving Party must maintain the Confidential Information in the strictest confidence. Receiving Party must be careful to restrict access to Confidential Information to employees, contractors, and third parties and requires that those persons sign nondisclosure restrictions. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or

tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

#### **4. Time Periods**

Due to the non-disclosure provisions of this Agreement, everything in it will endure past the termination of this Agreement and the Receiving Party's duty to contain Confidential Information in confidence are still in effect until the Confidential Information is no longer considered a trade secret or until the Disclosing Party sends the Receiving Party written notice to release the Receiving Party from this Agreement.

#### **5. Relationships**

For all purposes, nothing in this Agreement constitutes the Disclosing Party or the Receiving Party as a partner, joint venturer or employee of the other party.

#### **6. Severability**

If this Agreement is found to be invalid or unenforceable by a court of the State (your state), the remainder must be interpreted to best effect the intent of the parties.

#### **7. Integration**

Both parties understand the entirety of this Agreement and agree that it supersedes all prior agreements. This Agreement may not be amended, unless both parties sign in writing that an amendment is necessary.

#### **8. Waiver**

This Agreement and each obligation of both parties is binding and each party (or an authorized representative) has signed the agreement.

**Disclosing Party**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Receiving Party**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_