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Tip\* Press CTRL + F to easily search and replace YOUR\_COMPANY\_NAME with YOUR\_COMPANY\_NAME

**YOUR\_COMPANY\_NAME CONFIDENTIALITY AGREEMENT**

* This Confidentiality Agreement is made and effective this DATE.
* **BETWEEN:**
* *YOUR\_COMPANY\_NAME ( the “Owner”), a corporation organized and existing under the laws of the (STATE/PROVINCE), with its head office located at:*
* *YOUR COMPLETE ADRESS.*

* **AND:**
* *RECIPIENT NAME (the “Recipient”), an individual with his main address located at OR a company organized and existing under the laws of the (STATE/PROVINCE) of (STATE/PROVINCE), with its head office located at:*
* *COMPLETE ADRESS.*

* In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follow:
* *WHEREAS, Recipient has requested information from Owner in connection with consideration of a possible transaction or relationship between Recipient and Owner.*
* *WHEREAS, in the course of consideration of the possible transaction of relationship, Owner may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Owner and its activities.*
* *THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by the Owner to Recipient of certain information.*

1. **CONFIDENTIAL INFORMATION:**

* *Owner proposes to disclose certain of its confidential and proprietary information to Recipient. Confidential information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.*
* *For purposes of this Agreement the term “Recipient” shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term “Representative” shall include Recipient’s directors, officers, employees, agents, and financial, legal, and other advisors.*

1. **EXCLUSIONS:**

* *Confidential information does not include information that Recipient can demonstrate: (a) was in Recipient’s possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Owner: (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public: (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Owner: or (d) is independently developed by Recipient without use of or reference to the Confidential Information.*

1. **RECIPIENT’S OBLIGATIONS:**

* *Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization or Owner.*
* *Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within (NUMBER) days of such request. At Recipient’s option, any documents or other media, developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within (NUMBER) days thereafter.*

1. **TERM:**

* *The obligations of Recipient herein shall be effective (NON-DISCLOSURE PERIOD) from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclosure shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee or Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.*

1. **CONFIDENTIALITY:**

* *Recipient and its Representatives not disclose any of the Confidential Information in any manner whatsoever, except as in Articles 6 and 7 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indentify Owner against any and all losses, damages, claims, expenses, and attorneys’ fees incurred or suffered by Owner as a result of a breach of this Agreement by Recipient of its Representatives.*

1. **PERMITTED DISCLOSURES:**

* *Recipient may disclose Owner’s Confidential Information to Recipient’s responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Owner and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a confidentiality of such Confidential Information.*

1. **REQUIRED DISCLOSURES:**

* *Recipient may disclose Owner’s Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Owner a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.*

1. **USE:**

* *Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Owner and shall not in any way use the Confidential Information to the detriment of Owner.*

1. **NO LICENSE:**

* *Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure or Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or service of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.*

1. **RETURN OF DOCUMENTS:**

* *If Recipient does not proceed with the possible transaction with Owner, Recipient shall notify Owner of that decision and shall, at that time or at any time upon the request of Owner for any reason, return to Owner any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Owner. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.*

1. **NO ADDITIONAL AGREEMENTS:**

* *Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Owner to enter into any other agreement with Recipient or prohibit Owner from providing the same or similar information to other parties and entering into agreement with other parties. Owner reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Owner and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Owner and Recipient.*

1. **IRREPARABLE HARM:**

* *Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation if this Agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Owner shall have the right to apply to a court of competent jurisdiction for specific performance and/or and order restraining and enjoining any such further disclosure or breach and for such other relief as Owner shall deem appropriate. Such right of Owner is to be in addition to the remedies otherwise available to Owner at law or in equity.*

1. **NO PUBLICITY:**

* *Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.*

1. **GOVERNING LAW AND EQUITABLE RELIEF:**

* *This Agreement shall be governed and construed in accordance with the laws of the (COUNTRY OF GOVERNING LAW) and the State of (STATE/PROVINCE OF GOVERNING LAW) and Recipient consents to the exclusive jurisdiction of the state courts and federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient. Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.*

1. **FINAL AGREEMENT:**

* *This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duty executed by both parties.*

1. **SURVIVAL:**

* *This Agreement shall continue in full force and effect at all times.*

1. **SEVERABILITY:**

* *If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.*

1. **ENTIRE AGREEMENT:**

* *This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This agreement is not, however, to limit any rights that Owner may have under trade secret, copyright, patent or other laws that may be available to Owner. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.*