



small business
connection™

BIG SOLUTIONS FOR SMALL BUSINESS

Confidentiality / Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made effective as of _____, 20_____, between _____ and _____.

The disclosing party will be known as "Disclosing Party" and the party to whom the Confidential Information is disclosed to will be referred to as "Recipient."

The parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information of a material and/or proprietary nature which is not generally known other than by Disclosing Party principals and staff.

A. Confidential Information includes without limitation:

- business proposals, plans, and programs
- business records
- trade secrets
- products and services to be rendered
- copyrights and other intellectual property
- _____
- and any and all other proprietary information not generally known to the public

II. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by Disclosing Party by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Disclosing Party which provides it with a significant competitive advantage, and needs to be protected from improper disclosure.

In consideration for the disclosure of the Confidential Information to Recipient, Recipient agrees to hold in confidence and to not disclose any Confidential Information of any kind whatsoever to any person or entity without the prior written consent of Disclosing Party. In addition, Recipient agrees that:

i. No Copying/Modifying. Recipient will not copy or modify any Confidential Information without the prior written consent of Disclosing Party;

ii. Application to Employees, partners, joint venturers, and other business associates. Recipient shall not disclose any Confidential Information to any employees, partners, joint venturers, and/ or other business associates, except those who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee partner, joint venturers, and/or other business associates to whom Confidential Information is disclosed shall covered by this agreement and also will sign a non-disclosure agreement substantially the same as this Agreement;

iii. Unauthorized Disclosure of Information. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Disclosing Party shall be deemed to have suffered, or will suffer, an immediate and irreparable harm and therefore is entitled to an injunction to restrain Recipient from disclosing, or otherwise using, in whole or in part, the Confidential Information. Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

IV. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between Recipient and Disclosing Party, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Disclosing Party even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

V. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of

_____.

This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Disclosing Party

By:

(Name of Company or Individual and Title)

(Signature)

Dated: ___ / ___ / ___

Recipient

By:

(Name of Company or Individual and Title)

(Signature)

Dated: ___ / ___ / ___