CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into on [DATE] by and between:

[COMPANY NAME] ("Owner") and [RECIPIENT NAME] ("Recipient")

WHEREAS, Owner wishes to disclose certain proprietary information to Recipient for the purpose of [STATE PURPOSE], and Recipient agrees to maintain the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information "Confidential Information" shall mean any and all non-public information, including but not limited to technical, financial, business, or personal information, disclosed by Owner to Recipient, whether in written, oral, electronic, or other form.
2. Exclusions from Confidential Information Confidential Information does not include information that: a) Is or becomes publicly available through no fault of Recipient; b) Was known to Recipient prior to disclosure by Owner; c) Is independently developed by Recipient without use of the Confidential Information; d) Is received from a third party without breach of any obligation owed to Owner.
3. Recipient's Obligations Recipient agrees to: a) Maintain the confidentiality of the Confidential Information; b) Use the Confidential Information solely for the purpose stated above; c) Limit access to the Confidential Information to its employees, agents, or representatives who have a need to know and are bound by confidentiality obligations no less restrictive than those contained herein; d) Promptly notify Owner of any unauthorized disclosure or use of the Confidential Information.
4. Term and Termination This Agreement shall remain in effect for [NUMBER] years from the date of last disclosure of Confidential Information. Upon termination or expiration of this Agreement, Recipient shall cease all use of the Confidential Information and, at Owner's request, return or destroy all Confidential Information in its possession.
5. Remedies Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Owner shall be entitled to seek injunctive or other equitable relief to prevent or remedy any breach of this Agreement.
6. Miscellaneous This Agreement constitutes the entire understanding between the parties and may not be amended except in writing signed by both parties. This Agreement shall be governed by the laws of [STATE/COUNTRY].

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

[COMPANY NAME] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Title:

[RECIPIENT NAME] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Title: