

# CONFIDENTIAL LETTER OF AGREEMENT

**To:**

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Company/Individual Name

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Address

**From:**

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Company/Individual Name

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Address

**Subject:**

Confidentiality and Non-Disclosure Agreement

This Confidential Letter of Agreement (the "Agreement") is entered into between the undersigned parties for the purpose of protecting confidential and proprietary information that may be disclosed between the parties in connection with their discussions and business relationship. This Agreement shall be legally binding and enforceable under the laws of the United States.

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information (including patent, copyright, trade secret, and proprietary information, ideas, samples, media, materials, drawings, specifications, designs, plans, financial information, marketing strategies, forecasts, and business information) disclosed by either party to the other, whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations of Receiving Party

The receiving party agrees to: (a) maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose Confidential Information to any third party without prior written consent of the disclosing party; (c) use Confidential Information solely for the permitted purpose; and (d) restrict disclosure to its employees, agents, or representatives who have a need to know and who are bound by confidentiality obligations no less restrictive than those contained herein.

## 3. Exclusions

Confidential Information shall not include information that: (a) is or becomes publicly known through no breach by the receiving party; (b) was known to the receiving party prior to disclosure by the disclosing party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is independently developed

by the receiving party without use of or reference to Confidential Information.

#### **4. Term and Termination**

This Agreement shall commence upon execution and remain in effect for a period of five (5) years thereafter. The receiving party's obligations with respect to any Confidential Information shall survive termination of this Agreement for a period of five (5) years from the date of disclosure.

#### **5. Return or Destruction of Materials**

Upon written request of the disclosing party, the receiving party shall promptly return or destroy all materials embodying Confidential Information, including all copies, notes, and extracts thereof, and shall certify such return or destruction in writing.

#### **6. No License or Ownership Rights**

Nothing in this Agreement shall be construed as granting any license or ownership rights to any Confidential Information, except the limited right to use Confidential Information strictly in accordance with this Agreement.

#### **7. Remedies**

The parties acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate and agree that the non-breaching party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies without the necessity of posting bond or proving actual damages, in addition to any other remedies available at law or equity.

#### **8. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts located in \_\_\_\_\_ County, \_\_\_\_\_, for any disputes arising under this Agreement.

#### **9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior or contemporaneous agreements, representations, and understandings, whether oral or written. Any amendments or modifications must be in writing and signed by both parties.

#### **10. Severability**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be interpreted so as to best effectuate the original intent and purpose of this Agreement.

#### **11. Waiver**

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof.

## **12. Counterparts and Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies shall be treated as originals for all purposes.

### **SENDER'S SIGNATURE**

### **RECIPIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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