

Confidentiality Agreement

Confidential Information in Distributor Agreement



Any information, technical data, software, pricing shared by one party to other party shared directly or indirectly in oral, visual or tangible form cannot be disclosed to public



Such information cannot be shared from one party to any third party without the written consent from the other party



All propriety information disclosed in this Agreement will remain the property of Disclosing Party



After the successful completion of the Agreement, Recipient party will agree to return all the Propriety information in its possession to Disclosing Party



In case of breach of Propriety information breach,
Recipient Party will be held responsible & the Agreement will be terminated with necessary action on the Recipient party

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- A confidentiality statement is a legally binding contract that is also known as a confidentiality agreement or clause or a non-disclosure agreement (NDA).
- The other party agrees to keep certain information private and not to divulge it.
- In other words, the other party is required to keep that information private.

One Page Confidentiality Agreement Report

This one pager shows the confidentiality agreement that covers definition of confidential information, execution from confidential information, obligation of receiving party, timeperiods, relationships, etc.

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____ with its principal offices at _____, ("Disclosing Party") and _____, located at _____ ("Receiving Party"). To prevent unauthorized divulgence of Confidential Information as defined below. The parties agree to sign a confidential arrangement involving the release of such proprietary and confidential details ("Privacy Details").

1. Definition of Confidential Information

- o For the purposes of this Agreement, "Confidential Material" shall include all information or material in the company in which Disclosing Party is engaged which has or may have commercial value or other utility.
- o Add text here

2. Exclusions from Confidential Information:

The duties of the receiving Party under this Agreement shall not apply to information which is:

- o Publicly available at the time of disclosure or subsequently made public by no fault of the receiving Party;
- o The Receiving Party discovered or created by Disclosing Party prior to disclosure;
- o Add text here

3. Obligations of Receiving Party

- o Receiving Party shall hold and preserve the Confidential Information for the sole and exclusive benefit of the Disclosing Party in the strictest trust. Receiving Party shall, as fairly required, carefully limit access to Sensitive Information to employees, contractors and third parties and shall allow such individuals to sign nondisclosure provisions at least as restrictive as those in this Agreement.
- o Add text here

4. Time Periods

- o The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the responsibility of the Receiving Party to retain confidential information shall remain in place until such time when the Confidential Information no longer counts as a trade secret or unless the Receiving Party sends a written notice freeing Receiving Party from this Agreement, whichever is the first.
- o Add text here

5. Relationships:

Everything in this Agreement shall, for any reason, be considered to constitute a partner, joint venture or employee of the other party, any party.

6. Severability:

If any provision of this Agreement is found by a court to be invalid or unenforceable, the remainder of this Agreement shall be interpreted as having the best effect on the intent of the parties.

7. Integration:

This Agreement reflects the parties' full understanding of the subject matter, and supersedes all previous plans, agreements, resolutions, and understandings. This Document can not be amended until the two parties have signed in writing.

8. Waiver:

The non-exercise of any right provided for in this Agreement shall not constitute a waiver of previous or future rights.

9. Notice of Immunity:

Employee shall be informed that a person is not held criminal or civilly liable under any Federal or State Secret Trade Act for the disclosure of a trade secret made (i) A federal, state or local government official, either directly or indirectly, or an attorney, in confidence; This Agreement and the duties of each Party shall be binding upon that Party's members, delegates, and successors. Each party signed this Agreement through its designated agent.

DISCLOSING PARTY Signature _____ Date: _____
Typed or Printed Name _____

RECEIVING PARTY Signature _____ Date: _____
Typed or Printed Name _____

- A **Business Plan Confidentiality agreement**, also known as a non-disclosure agreement or NDA, is intended to foster trust in your business relationships.
- One can safely explore any and all private elements of your company venture if one is aware of what kinds of details are confidential from the start.

Business Plan Confidentiality Agreement Report

This one pager shows the Non-disclosure agreement for business plan which covers various articles such as recitals, recipient obligations, term, return or destruction of confidential information, no other agreements, etc.

This BUSINESS PLAN NON-DISCLOSURE AGREEMENT between _____ (hereinafter known as the "Company") and _____ (hereinafter known as the "Recipient") becomes effective as of this ____ day of _____, 20____ (hereinafter known as the "Effective Date").

- **Article I: Recitals**
The Company wishes to share its business plan (hereinafter called the "Business Plan") with the Client for analysis, analysis, evaluation or donation purposes, while retaining confidentiality. All details, policies, plans, trade secrets, goals and materials will be referred to as "Confidential Information" for the purposes of this Agreement, and the Organization may share Confidential Information with the Receiver subject to the terms and agreements set forth below.
- **Article II: Recipient Obligations**
 - A. Non-Disclosure. The Receiver understands and agrees not to use or reveal the Business Plan or Confidential Information for personal gain or for the gain of any other individual , organization, association, company or agency and shall take all appropriate measures to protect Confidential Information from disclosure.
 - B. Disclosure. The receiver shall disclose the business plan and confidential information only on a need-to-know basis to persons within their organization. Any person making the Confidential Information private shall be bound by the provisions of this Agreement.
 - C. Your Text Here
- **Article III: Term**
 - The Non-use and Non-Disclosure rights of the Recipient with respect to Sensitive Information will remain in place for ever.
 - The Recipient's non-use and non-disclosure responsibilities with respect to Sensitive Information shall remain in effect for a duration of years from the Effective Date.
- **Article IV: Return Or Destruction Of Confidential Information**
Upon termination of this Agreement or as required by the Client, the Receiver shall immediately return or destroy any and all documents, records and tangible written, printed or other materials in his possession relating to the confidential information and intend to continue to comply with all other terms and conditions of privacy in the Agreement.
- **Article V: No Other Agreements**
Neither the holding of negotiations nor the sharing of data or information shall be construed as an undertaking on the part of the Company to enter into any other arrangement with the Receiver or preclude the Company from supplying other parties with the same or related information and reaching agreements with others.
- **Article VI: Governing Law**
This Agreement shall be regulated in compliance with State law of _____ without respect to the principles of conflict of law .
- **Article VII: Prevailing Party**
In a conflict arising from or relating to this Agreement, the winning party shall have the right to recover from the other party fair counsel fees, costs, and other legal expenses.
- **Article VIII: Entire Agreement**
This Agreement sets out the whole Agreement and mutually acceptable and supersedes all previous agreements between them on the subject of this Agreement.
- **Article IX: Validity**
This Agreement shall maintain its integrity if a provision (or any part thereof) is found to be unenforceable by a court of competent jurisdiction because of invalidity or conflict with any applicable law and the unenforceable provision is read in such a way as to preserve the purpose for which it was created
- **Article X: Notices**
Any notice necessary or given in connection with this Agreement shall be given in writing by personal delivery or by certified mail, prepaid postal or approved overnight delivery services to the correct party at the following addresses:

Company's Address		Recipient's Address	
_____		_____	
IN WITNESS WHEREOF, as of the date set out below, the Parties hereby agree to the terms and conditions of this Agreement:			
Company		Recipient	
Representative Signature: _____	Date: _____	Recipient Signature: _____	Date: _____
Representative Printed Name: _____	Representative Title: _____	Recipient Printed Name: _____	_____

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Duty of confidentiality , in Real estate :

- Agents must keep all information that a client provides to them confidential, especially if that information may be damaging to them in a real estate negotiation.

Real Estate Buyer Confidentiality Agreement

This one paper shows the confidentiality agreement or non-disclosure agreement related to real estate buyer which covers property, genuine interest, permitted use, confidential information, nondisclosure, etc.



1. Parties. This Non-Disclosure Agreement for Commercial Real Estate, hereinafter referred to as the "Agreement," effective on this ____ day of _____, 20____ (hereinafter known as the "Effective Date")
Potential Buyer: _____, hereinafter known as the "Potential Buyer".
Landlord: _____, hereinafter known as the "Landlord".
Agent (if any): _____, hereinafter known as the "Agent".

The above-mentioned individuals or organizations shall be known collectively as the "Parties."

2. The Property. In conjunction with consideration by the Potential Buyer of a potential purchase of the Landlord's property situated at _____, City of _____, State of _____, parties hereinafter referred to as "Land" shall adhere to the following terms and conditions:

3. Genuine Interest. Potential Buyer is truly interested in buying the Landlord's property.

4. Permitted Use. The Potential Buyer can only use the confidential details for the purpose of evaluating the Property.

5. Confidential Information. The Potential Buyer agrees that all information and materials received in respect of the Property by the Landlord or Agent are confidential and may not be used for any reason other than the assessment of the Potential Buyer for a future purchase.

6. Nondisclosure. Landlord, Potential Buyer and Agent each agree not to reveal to any other person or business entity the fact that any discussion or negotiations about the Land, or any company therein, or the real or possible terms, conditions or details involved in any such discussions or negotiations are taking place.

7. Discretion. Potential Buyer agrees not to contact employees, suppliers or customers of the Property or Business except through the Agent or Landlord. Potential Buyer further agrees not to override or intervene in any way with the Landlord's listing agreement with the Seller.

8. Binding Effect. This Agreement is governed and implemented in accordance with the laws of the State of _____ and shall survive the conclusion of any Agreement between Potential Buyer and Landlord for a period of _____ from the date of the closure or when the information is open to the public, whichever is first. The term "Closing" shall include notification by Potential Buyer of non-interest, as well as any successful agreement between Potential Buyer and Landlord.

9. Cost of Enforcement. In the event that either party initiates a judicial action to enforce the provision of this Agreement, the prevailing party to such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in prosecuting the defense of such action, including reasonable fees for attorney.

10. Warranty. The Agent does not guarantee, warrant, either stated or implied, any information and/or figures supplied by the Landlord if the Agent provides the confidential information. Potential buyers should rely on verifying this information themselves as part of their due diligence.

11. Reproduction Prohibited. No copies of any written details given by the Landlord to a Prospective Buyer shall be made or kept. Any details shall be released to any employee or contractor until they agree to enforce this Agreement and are bound by it.

Potential Buyer's Signature _____ Date _____ Print Name _____

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- Typically, Website design or development contracts include confidentiality clauses that protect the designer's or developer's trade secrets but not the client's.
- If this is the case with your agreement, you can copy and paste these terms into the website design agreement.



Website Design Confidentiality Agreement Report

This one pager shows the website design confidentiality agreement which covers parties, type of agreement, definition, obligations, time period, relationship, severability, etc.

I. THE PARTIES. This Web design Non-Disclosure Agreement, hereinafter referred to as the "Agreement," built on the ___ day of _____, 20___, is by and between _____, hereinafter known as the "1st Party", and _____, hereinafter known as the "2nd Party", and collectively known as the "Parties".

WHEREAS, the object of this Agreement is to prevent unauthorized disclosure of confidential and proprietary information on the creation and design of a website, hereinafter known as the "Website Project." The Parties hereby consent to:

II. TYPE OF AGREEMENT. Check One (1)

- Mutual - This Arrangement shall be reciprocal, while it shall be forbidden for the Parties to reveal confidential and proprietary information to be exchanged among themselves in an effort to improve the Website Design.
 - Unilateral - This Arrangement shall be unilateral, whereby the 1st Party shall have exclusive control of the Website Design, and the 2nd Party shall not reveal sensitive and proprietary details to be revealed by the 1st Party in an attempt to improve the Website Design.

III. DEFINITION. For the purposes of this Agreement, the word "Confidential Information" shall include, but not limited to, software and website items, website source code, or any associated codes in all formats, business plans, financial records, clients or users, analytical data, reports, and correspondence not otherwise made accessible to the public.

However, Confidential Information does not include:

- (a) Information generally available to the public;
(b) Add text here

IV. OBLIGATIONS. The Parties' responsibilities shall be to retain and maintain the Confidential Information in the strictest confidence at all times and to their officers, staff, members, associates and every other person or agency on a "need to know" basis.

Unless this Agreement is unilateral as stated in Section II, this Article shall not extend to the 1st Group.

V. TIME PERIOD. The duty of the bounded Party(ies) to preserve confidentiality of the Confidential Information shall remain in place until such information no longer counts as a trade secret or written notice releasing that Party from this Agreement.

VI. RELATIONSHIP. The Parties agree that no such provision in this Agreement suggests that either Party is an employee, investor, or that the design of the Website is a joint venture. A separate agreement shall state all ownership rights, if any.

VII. SEVERABILITY. Where a court deems any clause of this Agreement to be null or unenforceable, the remainder of this Agreement shall be interpreted as having the best effect on the Parties' intent.

VIII. INTEGRATION. This Agreement reflects the Parties' full understanding of the subject matter, and supersedes all previous plans, negotiations, resolutions, and understandings. This Agreement could not be amended except with the acknowledgment by the Parties in writing.

IX. ENFORCEMENT. The Parties accept and agree that any violation of this Agreement will cause irreparable harm for which damages and or equitable compensation could be sought, due to the specific and sensitive nature of the Confidential Information. The injured Party shall have the right to all reasonable remedies at statute.


X. GOVERNING LAW. The rules of this Agreement apply in the State of _____.

1st Party's Signature _____ Date _____ Print Name _____

2nd Party's Signature _____ Date _____ Print Name _____

- A non-disclosure agreement (NDA) for product development protects an inventor who decides to share proprietary information with a third party.
- The NDA should include all product information, and if a third party shares the information, they will be held liable for damages.

Product Development Confidentiality Agreement Report



This one pager shows the product development confidentiality agreement which covers confidential information, terms included in confidential information, government laws, releasor's information and signature.

This Non-Disclosure Arrangement for Product Development, known as the "agreement," made this ____ day of _____, 20__ is by and between _____, the "Releasor", and _____, the "Recipient", and collectively "the Parties".

WHEREAS, Releasor agrees to provide some confidential information concerning concepts, inventions or products for the purposes of assisting the creation, patenting, licensing and other details of a product or service specific to the Releasor.

I. Confidential Information. This Agreement shall control Releasor 's requirements for the release of such Sensitive Information to the Receiver. "Confidential Data" as used herein means all information concerning engineering and business (including designs, sketches, records, trade secrets and intellectual property) which:

- Where observable, shall be marked as confidential in writing at the time of disclosure to the recipient; or
- Where intangible, the receiver shall be marked as confidential at the time of disclosure and shall be promptly verified as confidential in writing within one (1) month from the date of disclosure.

The term Confidential Information shall exclude information which:

- Is the Recipient identified or possessed at the time of disclosure to the Recipient;
- Is revealed to the public at the moment the receiver is disclosed;
- Is subsequently received from a third party without restriction to disclosure by the Recipient;
- Afterwards it is widely aware without infringement of this Agreement;
- Is established independently by the user without reference to the Privacy Policy; or
- If revealed by the recipient in compliance with a provision of the Confidential Information Act, Regulation or legal procedure, the recipient agrees hereby:

- Hold confidential information or trade information ('confidential information') in trust and confidence, and agree that it shall only be used for the purposes of the production of new goods or ideas for Releasor and shall not be used for any other purpose or revealed to any third party;
- Protecting and taking fair safeguards against the disclosure to others of sensitive information;
- Not to reveal sensitive information to any employee , contractor or third party except where they agree to conduct and are bound by the terms of this Agreement;
- that the secrecy obligations of Recipient with respect to the information shall continue for a period ending _____ from the date hereof.

II. Governing Laws. The laws of _____ shall govern this Agreement and its validity.

Releasor's Signature _____ Date _____ Print
Name _____

Recipient's Signature _____ Date _____ Print
Name _____

FAQs

What is the purpose of a confidential report?

- The Confidential Report is a vital piece of documentation.
- It provides the fundamental and necessary inputs for evaluating an officer's performance and advancing his or her career.

What is an example of a good confidentiality report ?

Here's a typical example:

- NOTICE OF CONFIDENTIALITY: *This message and any accompanying documents*

contain information about the sender that may be confidential or legally privileged. This information is only intended for the individual or entity to which it is addressed.

What is the client-developer NDA?

- A non-disclosure agreement (NDA) for software development is an agreement between the client (the owner company) and the software

development company(the service provider) to protect the client's information before they enter into a business relationship.

What are the rules of confidentiality?

- Dose of discretion , Request permission to share information.
- When sharing information, keep security in mind.Consider the information you have and whether or not it is confidential.
- Maintain records whenever you share sensitive information.Keep up to date on the laws and regulations governing confidentiality.

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- SlideTeam is a premier Research, Consulting and Design agency that develops and templatizes industry processes and best practices, frameworks and models across all industry and verticals to help customers present their strategies effectively and convincingly.
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