

## CONFIDENTIALITY AGREEMENT

This Agreement is made by and between Company, a California company (hereinafter called "Company"), having its principal place of business at \_\_\_\_\_, and \_\_\_\_\_ (hereinafter called "Recipient"). The parties hereto do hereby acknowledge and agree to the following:

1. As used herein the term "Confidential Information" shall mean any and all data and information relating to the business of Company (a) of which the Recipient became aware as a consequence of, or through, the relationship between Company and Recipient, including information disclosed prior to this Agreement, (b) which has value to Company and is not generally known by its competitors or the public, specifically including pricing and customer information, and (c) which is treated by Company as confidential or should reasonably be considered to be confidential in nature. Confidential Information may include information disclosed to the Recipient or Company by a third party, which the Recipient or Company is obligated to treat as confidential.

"Authorized Use" shall mean for the purpose of \_\_\_\_\_ (e.g. providing independent contractor services to Company).

2. Recipient acknowledges that it is to be given access to the Confidential Information of Company solely for the purposes of Authorized Use. The Recipient acknowledges and agrees to take all reasonable measures to protect the secrecy of, and to prevent unauthorized disclosure or use of the Confidential Information of Company, using at least in the same manner and at least to the same extent that it protects its own Confidential Information, and will not use, modify, reproduce, distribute, or disclose the Confidential Information except for the sole purpose of accomplishing the Authorized Use.
3. Recipient's disclosure of the Confidential Information shall be made only to its employees, agents, or independent contractors who are directly involved in performing the Authorized Use, have a specific need to know such information, and have legally enforceable nondisclosure obligations to hold the Confidential Information in confidence to the Recipient and otherwise comply with the terms of this Agreement.
4. All Confidential Information is provided "AS IS", without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for particular purpose, or any other warranty, express or implied. Company shall not be liable to the Recipient for any damages, loss, expense or claim of loss arising from use of or reliance on the Confidential Information by the Recipient.
5. The Recipient acknowledges that a breach of this Agreement by Recipient is likely to give rise to irreparable injury to Company for which Company will not have an adequate remedy at law, and therefore shall be entitled in such event to obtain an injunctive relief against such breach from any court of competent jurisdiction. Company's right to obtain such relief shall not limit its right to obtain other remedies.

6. Following the receipt of a written request from Company, the Recipient will promptly deliver to Company all tangible materials containing or embodying the Confidential Information received from Company and immediately discontinue all further use of the Confidential Information. Upon Company's request, the Recipient shall promptly certify that such action has been taken.
7. The covenants of confidentiality set forth herein shall continue and be maintained for the entire period of the relationship between the parties, and after such relationship is terminated, for a period of one (1) year thereafter.
8. This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which (a) was in the Recipient's possession without restrictions before Recipient's relationship with Company, (b) is or becomes a matter of public knowledge through no fault of the Recipient, (c) is rightfully received by the Recipient from a third party without a breach of confidentiality owed by that third party to Company, (d) is independently developed by the Recipient without reliance in any way on information or materials provided by Company, (e) is disclosed under operation of law, or (f) is disclosed by the Recipient with Company's prior written approval.
9. This Agreement and the rights and obligations of the parties under this Agreement may be assigned only upon the prior written approval of the parties hereto. The rights and obligations of the parties hereto shall inure to the benefit of, shall be binding upon, and shall be enforceable by the parties hereto and their lawful successors and representatives.
10. No modifications of this Agreement or waiver of any of the items will be effective unless set forth in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of the state of California.

For: Recipient

For: Company

Accepted and Agreed to:

Accepted and Agreed to:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

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