

CONFIDENTIALITY AGREEMENT BETWEEN FIRMS

AGREEMENT and acknowledgement between \_ (Company), and \_  
(Undersigned).

Whereas, the Company agrees to furnish the undersigned  
certain confidential information relating to the affairs of  
the Company for purposes of: (Describe)

—

,and

Whereas, the undersigned agrees to review, examine,  
inspect or obtain such information only for the purposes  
described above, and to otherwise hold such information  
confidential pursuant to the terms of this agreement,  
BE IT KNOWN, that the Company has or shall furnish to the  
undersigned certain confidential information, as set forth on  
attached list, and may further allow the undersigned the right  
to inspect the business of the Company and/or interview  
employees or representatives of the Company, all on the  
following conditions:

1. The undersigned agrees to hold all confidential or  
proprietary information or trade secrets  
("information") in trust and confidence and agrees  
that it shall be used only for the contemplated  
purpose, shall not be used for any other purpose or  
disclosed to any third party.
2. No copies will be made or retained of any written  
information supplied.
3. At the conclusion of our discussions, or upon demand  
by the Company, all information, including written  
notes, photographs, memoranda, or notes taken by you  
shall be returned to us.
4. This information shall not be disclosed to any  
employee or consultant unless they agree to execute  
and be bound by the terms of this agreement.
5. It is understood that the undersigned shall have no  
obligation with respect to any information known by the  
undersigned or generally known within the industry  
prior to date of this agreement, or becomes common  
knowledge within the industry thereafter.

Dated: \_

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