



SAMPLE CONFIDENTIALITY/NONDISCLOSURE AGREEMENT

This Non Disclosure Agreement ("Agreement") is made as of this ____ day of _____, 20__ ("Effective Date") by and between ABC Inc, a California corporation ("ABC"), and XYZ, LLC., a California limited liability company ("XYZ"). Disclosing Party and Receiving Party may be individually referred to as "Party" or collectively as "Parties" within this Agreement.

The Parties understand that each Party (the "Disclosing Party") may disclose information to the other Party (the "Receiving Party") that may contain confidential information that is not generally available to the public, the malicious use or intentional disclosure for personal financial gain may be contrary to the interests of the Disclosing Party. In consideration of the Parties' discussions, and any access that the Receiving Party may have had or may have to Confidential Information of the Disclosing Party, the Parties agree as follows:

RECITALS

- 1.1 ABC is a car part manufacturer that ships headlights and bulbs domestically and internationally; and
- 1.2 XYZ is a computer software company that streamlines office efficiencies in order to reduce costs and improve profits; and
- 1.3 The Parties believe XYZ may be able to do benefit from doing business with one another; and
- 1.4 However, due to the nature of information being passed from ABC to XYZ, the Parties have agreed to sign a non-disclosure agreement so XYZ does not give confidential information to third parties; and
- 1.5 While XYZ consider's it's own system very secure, and handles its own system with the utmost scrutiny and integrity, the Parties: would rather have a non-disclosure agreement place, completely governing the disclosure of Confidential Information.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual understandings, representations and warranties set forth in this Agreement, which are hereby incorporated, and for other good, valuable, and sufficient consideration, which is hereby recognized, the Parties agree as follows:

2. Definition of Confidential Information.

(a) For the purposes of this Agreement, Confidential Information shall mean any information which is 1) previously stamped "Confidential" by a Party; 2) given by the Disclosing Party to the Receiving Party; and 3) Receiving Party has a good faith basis to believe that such information is Confidential Information. ("Confidential Information") Such information must be disclosed after the Effective Date of this Agreement,

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