# Client Confidentiality Agreement

Purpose: To ensure compliance with non-disclosure of potentially sensitive material, and to establish authority over confidential information.

Date: COLDATE

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| Disclosing Party: |  | Receiving Party: |
| [COLDISCLOSINGCOMP]  [COLDISCLOSINGADDR1  COLDISCLOSINGADDR2] |  | [COLRECEIVINGCOMP]  [COLRECEIVINGADDR1  COLRECEIVINGADDR2] |

The disclosing party and receiving party each hereby agree to the following:

1. The disclosing party may intentionally or unintentionally disclose confidential information to the receiving party.
2. Confidential information may include but is not limited to: financial information, marketing strategies, investment strategies, trade secrets, growth opportunities, and other business affairs.
3. The receiving party will not disclose confidential information to any unauthorized third parties.
4. All confidential information is and will remain under the ownership of the disclosing party.
5. Disclosure of confidential information to the receiving party in no way conveys any rights or license to the usage of confidential information in an unauthorized manner.
6. This agreement will remain in effect for 12 months, starting from its signing date.
7. At the end of the duration of this agreement, the receiving party will return all confidential information to the disclosing party, including, but not limited to, letters, files, copies, discs and documents.
8. The receiving party understands that any unauthorized disclosure, whether intentional or unintentional, of confidential information may be detrimental to Smith Communications.
9. The receiving party understands that unauthorized disclosure of confidential information may result in legal action being taken by the disclosing party.
10. The receiving party understands that in the event of premature dissolution of the partnership, all confidential information must be immediately returned to the disclosing party, including, but not limited to, letters, files, copies, discs and documents.

The undersigned parties are in agreement in regards to the terms outlined above. This agreement shall be governed under the jurisdiction of the state of COLSTATE

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| Disclosing Party Signature | | | Receiving Party Signature | |
| COLDISCLOSINGCOMP | | | COLRECEIVINGCOMP | |
| Name of Signatory: | | COLSIGNATORYNAME |  | |
| Date: | COLSIGNATORYDATE | | Date: | COLRECEIVINGSIGNDATE |