

# CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of June 23, 2012, between John Doe, of 123 West court, North Town, Arizona 12345, and Jane Smith, of 321 East Street, South City, Hawaii 6789a / \* V ^

In this Agreement, the party who owns the Confidential Information *hereinafter* as "Doe", and the party to whom the Confidential Information will be disclosed *hereinafter* as "Smith".

Doe is engaged in the business of cooking oysters Smith *hereinafter* as "Smith". Doe's Confidential Information will be disclosed to Smith to determine whether Smith could assist Doe with the development of a marketing plan. Doe has requested that Smith will furnish the Confidential Information / material and information which may be disclosed between Doe and Smith. Therefore, the parties agree as follows: %v ; < > ^ y ^

**I. CONFIDENTIAL INFORMATION.** The term Confidential Information means any information or material which is proprietary to Doe whether or not owned or developed by Doe, which is not generally known other than by Doe and any direct or indirect contact with Doe. / • : • - / & & & . i , - } ± . : \* \$ & \*\*

A Confidential Information includes: ^  
- business records and plans - \ x r # . ^ • , S < ^ i  
and other proprietary information. i | ^ £ , v a

B. Confidential Information also includes: - ' — '  
- matters of public knowledge that result from disclosure by Doe  
- information from a third party without a duty of

4 ^ ? » i ^ q ^ a ^ i a ^ ^ ^ ^ ^ ^ b ^ o p e r a t t 0 h ^ l a w  
^ ? - s i f t l b r m a t i o n i d i s c l < > e d b y t S m i t h w i t h t h e p r i o r w r i t t e n c o n s e n t o f D o e  
^ a % - O t h e r i n f o r m a t i o n t h a t b o t h p a r t i e s a g r e e i n w r i t i n g i s n o t c o n f i d e n t i a l

**CONFIDENTIAL INFORMATION.** Smith understands and *hereinafter* as "Smith" has been developed or obtained by Doe by the use of time, effort, and expense, and that the Confidential Information is a valuable, special and unique asset of Doe which provides Doe with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Smith agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Doe. In addition, Smith agrees that

1. *No Copying Modifying.* Smith will not copy or modify any Confidential Information