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| Confidentiality/Non-Disclosure Agreement |

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made between \_\_\_\_\_\_\_\_\_\_ (“A”), a \_\_\_\_\_\_\_\_\_\_ corporation located at \_\_\_\_\_\_\_\_\_\_; and \_\_\_\_\_\_\_\_\_\_ (“B”), a \_\_\_\_\_\_\_\_\_\_ corporation located at \_\_\_\_\_\_\_\_\_\_, for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, who agree:

# Maintaining Confidentiality

. A and B are considering the possibility of entering into a business transaction or other arrangement together. In connection with this possible transaction or arrangement, A or B might learn confidential information about the other party. A and B each agree to maintain the other party’s information as confidential, using the same level of care and security that each would use to protect from disclosure its own most confidential information unless and until disclosure is authorized by the party from whom the information was learned.

# Confidential Information

. For purposes of this Agreement, “confidential information” is to be broadly construed to include a party’s documents, data, drafts, charts, notes, reports, papers, articles, pictures, drawings, representations, business plans or ideas, trade secrets, financial reports, and intellectual property including copyrights, patents or trademarks, whether in written, digital, or in any other form, and whether identified as “confidential” or not. Not included in “confidential information” is that which: (1) the party who learns the information is required by court order or valid subpoena to disclose, in which case that party will provide reasonable notice and opportunity to the party from whom the information was learned to oppose disclosure; (2) the party who learns the information in fact also learns the identical information from public sources; or (3) the party from whom the information was learned consents to disclosure.

# Miscellaneous

. This Agreement is governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_; the Agreement will survive and remain enforceable by either party or that party’s authorized representatives or successors whether or not the parties enter into a business transaction or other arrangement together; the Agreement may be amended only by another agreement signed by A and B; any dispute under this Agreement will be resolved by binding arbitration.

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| PARTY “A” |  | PARTY “B” |
| By  |  | By  |
| Name  |  | Name  |
| Title  |  | Title  |
| Date  |  | Date  |

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| If you have any questions about the content of this document, please feel free to contact us: |
| Jerald A. Jacobs [(bio)](http://www.pillsburylaw.com/jerry-jacobs)Washington, DC+1.202.663.8011jerry.jacobs@pillsburylaw.com | Dawn Crowell Murphy [(bio)](http://www.pillsburylaw.com/dawn-crowell)Washington, DC+1. 202.663.8043dawn.murphy@pillsburylaw.com  |