

Confidentiality Agreement

It is understood and agreed to that the below Discloser of Confidential Information (“Discloser”) may provide the Recipient of Confidential Information (“Recipient”) certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes: customer mailing lists.
2. The Recipient shall limit disclosure of Confidential Information within its own organization to officers, employees and/or independent contractors (collectively referred to as “affiliates”) having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the Discloser unless required to do so by law.
3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.
4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
5. Although the Agreement may be signed by the Recipient prior to signature by Discloser, the obligations herein will become effective only upon the Recipient receiving a copy of the Agreement signed by the Discloser.
6. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print): _____

Signature: _____

Date: _____

Discloser of Confidential Information:

Name (Print): _____

Signature: _____

Date: _____