

# Proprietary Information Protection Contract

This Proprietary Information Protection Contract ("Agreement") is made and entered into as of the

\_\_\_\_\_ by and between:

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

and

**Recipient Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## 1. Definition of Proprietary Information

For purposes of this Agreement, "Proprietary Information" means any data or information, oral or written, disclosed by the Company to the Recipient that is not generally known to the public.

## 2. Obligation of Confidentiality

The Recipient agrees to maintain the confidentiality of the Proprietary Information and to use it only for the purpose authorized in writing by the Company.

## 3. Exclusions

This Agreement does not apply to information that is publicly known, rightfully received from a third party, or independently developed by the Recipient without use of the Company's Proprietary Information.

## 4. Term

This Agreement remains in effect for a period of \_\_\_\_\_ years from the date of execution.

## 5. Return of Information

Upon request by the Company, the Recipient will return or destroy all Proprietary Information received.

## 6. Governing Law

This Agreement shall be governed by the laws of \_\_\_\_\_.

\_\_\_\_\_  
Company Representative  
Recipient

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Date

Date