

# CONTRACTUAL AGREEMENT

Party A (Disclosing Party):

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Party B (Receiving Party):

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## Recitals:

WHEREAS, Party A possesses certain confidential and proprietary information; and WHEREAS, Party B desires to receive such information for the purposes set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows.

## 1. Definition of Confidential Information

Confidential Information means all written, electronic, or oral information disclosed by Party A to Party B, including but not limited to trade secrets, technical data, business plans, customer lists, financial information, and other proprietary information.

## 2. Obligations of Receiving Party

Party B agrees to retain the Confidential Information in strict confidence, not to disclose it to any third party without prior written consent of Party A, and to use the Confidential Information solely for the purposes defined herein.

## 3. Exclusions from Confidential Information

Confidential Information does not include information that is or becomes publicly available other than through breach of this Agreement; is independently developed by Party B; or is rightfully obtained without restriction from a third party.

## 4. Term

This Agreement shall commence on the effective date and continue in full force and effect for a period of five years, unless earlier terminated by either party with thirty days written notice.

## 5. Return or Destruction

Upon termination or request by Party A, Party B shall promptly return or destroy all materials embodying Confidential Information and certify such destruction in writing.

## 6. No License or Ownership

Nothing in this Agreement shall be construed as granting any license or ownership rights under any patents, copyrights, or other intellectual property of Party A.

## 7. Remedies

Party B acknowledges that any breach of this Agreement may cause irreparable harm to Party A, and that Party A shall be entitled to seek injunctive relief, in addition to any other remedies available at law or equity.

## 8. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or communications.

#### **10. Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

#### **11. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

#### **12. Waiver**

No waiver of any breach shall be deemed a waiver of any subsequent breach.

#### **13. Notices**

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized courier services.

#### **14. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic means, each of which shall be deemed an original and all of which constitute one instrument.

#### **15. No Assignment**

Neither party may assign this Agreement without prior written consent of the other party.

#### **16. Relationship of the Parties**

Nothing herein shall create any agency, partnership, joint venture, or employment relationship between the parties.

#### **17. Headings**

Headings are for convenience only and shall not affect the interpretation of this Agreement.

#### **18. Further Assurances**

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the purposes of this Agreement.

#### **19. Compliance with Laws**

Both parties shall comply with all applicable laws, regulations, and ordinances in performance of this Agreement.

#### **20. Signatures**

The parties have executed this Agreement as of the effective date.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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