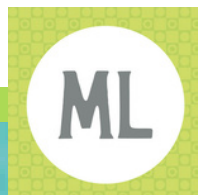


CONFIDENTIALITY AGREEMENT CHECKLIST

- Clearly define what information is considered confidential and subject to the agreement. This may include business plans, trade secrets, customer lists and other sensitive information.
- Include a clause that requires the recipient to keep the confidential information confidential and not to disclose it to third parties without the permission of the disclosing party.
- Identify any exceptions to confidentiality such as information that is already public, obtained from a third party without obligation of confidentiality, or required by law to be disclosed.
- Establish the length of time that the recipient must maintain confidentiality of the information, whether its for a specific period or indefintiely.
- Define the permissible use of the confidential information such as for the purpose of evaluating a business opportunity and prohibit any use without the disclosing party's permission.



CONFIDENTIALITY AGREEMENT CHECKLIST

- Specify the recipient's obligation to return or destroy the confidential information upon request or at the end of the relationship.
- Outline the remedies available to the owner in the event of a breach including injunctive relief and damages.
- Specify the governing law and jurisdiction of the agreement, which may impact the enforceability of the agreement in case of a dispute.
- Clarify the scope of the agreement, including whether it applies to subsidiaries, affiliates, and employees of the recipient.
- Require the recipient to acknowledge their obligations under the agreement typically through a signature or electronic acceptance.

Disclaimer: The items in this checklist are not exhaustive and are provided for informational purposes only. This does not constitute legal advice or create an attorney-client relationship. Attorney advertising materials.

