

# NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Personal Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential personal information ("Confidential Personal Information").

1. **Definition of Confidential Personal Information.** For purposes of this Agreement, "Confidential Personal Information" shall include all information that identifies an individual, including an individual's photograph, social security number, driver license number, name, address, telephone number, date of birth, e-mail address, records of any financial or credit institution, including any records of deposits, withdrawals, and balances of any checking and savings accounts and loans and their respective account numbers, and any personal identification number or password that would permit access to an individual's financial accounts, employment and pre-employment records, real and personal property tax statements and records, conviction records for violation of the law, and any other personally identifiable information not lawfully accessible from publicly available information. If Confidential Personal Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Personal Information is transmitted orally, the Disclosing Party shall indicate beforehand that such oral communication constitutes Confidential Personal Information and the Disclosing Party shall quickly put such communication in writing and stamp the materials with the word "Confidential".

2. **Exclusions from Confidential Personal Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Personal Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Personal Information. Receiving Party shall return to Disclosing Party any and all records, notes, and

other written, printed, or tangible materials in its possession pertaining to Confidential Personal Information immediately if Disclosing Party requests it in writing.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Personal Information in confidence shall remain in effect until the Confidential Personal Information becomes publicly known through no fault of the Receiving Party or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

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Signature of Disclosing Party

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Signature of Receiving Party

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Typed or Printed Name of Disclosing Party

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Typed or Printed Name of Receiving Party

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Date

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Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_