

“PROJECT NAME” CONFIDENTIALITY AGREEMENT

“NAME OF COMPANY 1”(the “Undersigned”) acknowledges that as a participant of “PROJECT NAME”, they will be given access to confidential information relating to the creative process, business affairs and operations of “COMPANY NAME 2”

1. It is acknowledged by the undersigned that any disclosure of confidential information about “COMPANY NAME 2”, or disclosure of the fact that information has been provided, or disclosure on certain business relationships, except for the express purpose stated herein, can cause serious harm to a “COMPANY NAME 2” business.
2. The Undersigned further agrees that it will not interfere with any business of “COMPANY NAME 2” through the use of any information or knowledge acquired during the “PROJECT NAME” under this Agreement or any such information for its own account.
3. The Undersigned agrees that it will not use any confidential information provided by “COMPANY NAME 2” or its parent or any of its affiliates for a purpose other than participating in workshops and group sessions as part of the “PROJECT NAME”.
4. It is understood that “COMPANY NAME 2” is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Confidentiality Agreement as if it were a party to the agreement. Further, the Undersigned agrees it will not either directly or indirectly, by agent, servant, or employee, disclose the said information, either in whole or in part, to any third person, whether individual, firm, company or corporation other than those agents, servants, or employees of the Undersigned who have a need to know the information for the purpose stated herein and whom shall assume the same obligations as under this agreement.
5. The Undersigned shall use all commercially reasonable efforts to notify and bind to its confidentiality obligations hereunder all its respective employees, officers, advisors (excluding legal advice), consultants and agents who may come into contact with or obtain access to the Confidential Information, and assumes full responsibility for the compliance of such agents, servants or employees to the terms of this Agreement.
6. It is understood that the confidential information referred to herein includes any information which generally is not publicly known or which would constitute a trade secret; information not known to the Undersigned prior to execution of this Agreement; information not independently developed by the Undersigned prior to execution of this Agreement; information not independently developed by the Undersigned or lawfully disclosed to the Undersigned by a third party. Each party acknowledges and agrees that such confidential information is being disclosed for the sole purpose stated herein and is the exclusive and proprietary property of the disclosing Participant. The execution of this Agreement and the exchange of Confidential Information hereunder do not constitute a commitment to enter into any underlying business relationship.

This Agreement commences on the date signed and remains in effect until the earlier of (a) one year at the end of “PROJECT NAME” or (b) the date of execution of any superceding written agreement between the parties.

The Undersigned acknowledge that its failure to comply with any of the provisions of this Agreement will irreparably harm the business of the “COMPANY NAME 2” and therefore the injured party will not have an adequate remedy at law in the event of such non-compliance and is entitled to injunctive relief without the posting of bond or other security, in addition to whatever other remedies it may have, at law or equity.

Agreed and accepted by:

Name: «Name»

Signature:

Title:

Date: