

## Sample Visitor Confidentiality Agreement

This Visitor Confidentiality Agreement (the "Agreement") is made between \_\_\_\_\_ (the "Company") and \_\_\_\_\_, a visitor entering the Company's facility ("Visitor").

WHEREAS, Visitor does not currently have access to the Company's facility and/or its Confidential Information; and

WHEREAS, the Company wishes to assure that Visitor will keep in confidence, and not disclose any Confidential Information disclosed to Visitor by the Company; and

WHEREAS, the Company requires that Visitor execute this Agreement in order to protect the Company's valuable Confidential Information; and

WHEREAS, Visitor is sensitive to and agrees with the Company's concerns and agrees not to disclose the Company's Confidential Information.

NOW THEREFORE, for the good and valuable consideration of entrance into the Company's facility and access to the Company's Confidential Information that Visitor would not otherwise have, the receipt and sufficiency of which is hereby acknowledged, Visitor agrees to the following conditions in order to gain entrance into the Company's facility and to further conduct business with any Company employee or staff member.

1. For purposes of this Agreement, "Confidential Information" means information disclosed to Visitor by the Company, or viewed by Visitor, which is not generally known to the public and which relates to the Company, including, but not limited to, information regarding the Company's organization, product and service specifications, processes and operations, analytical methodology, safety and efficacy data, testing data, future market and plans, marketing and financial data, customers, customer lists, prospect information, prospect lists, supplier lists, marketing strategies and plans, sales strategies, pricing information, pricing lists, margin information, markup information, customer buying habits, training information, employee lists, employee information, personal information ("PI"), know-how, trade secrets, client data and information, ideas and other information of a technical or economic nature which have been or may hereafter be disclosed, directly or indirectly by the Company to Visitor, either orally or in writing, or through inspection (collectively, "Confidential Information"). PI includes an individual's first name and last name or first initial and last name in combination with any of the following: their Social Security number, tax I.D. number, social insurance number, driver's license number, passport number, state issued identification card number, financial information, healthcare information, or credit or debit card number.

2. Unless otherwise notified, Visitor shall assume that all information disclosed to Visitor, either orally or in writing, is designated as Confidential Information. Visitor further agrees that all Confidential Information shall be used solely for its contemplated purpose. Visitor shall make no other use, either directly or indirectly, of the Company's Confidential Information other than for the purpose of Visitor's visit to the Company.

3. Visitor hereby agrees to at all times to hold in strict confidence any and all Confidential Information disclosed during Visitor's access to the Company and shall not, without the prior written consent of the Company, disclose the Company's Confidential Information to any third party, either directly or indirectly, alone or with any other individual, Company or entity.

4. At no time shall Visitor use, disclose or have access to any of the Company's PI, without the Company's prior written consent. Notwithstanding the foregoing and to the extent Visitor maintains or has access to any PI of any individual, Visitor is obligated to comply with state and federal data privacy standards. Visitor represents and warrants that from the effective date of this Agreement and for so long as Visitor has PI of individuals thereafter, Visitor shall be in compliance with state and federal data privacy standards and that Visitor shall notify the Company in writing immediately if it is no longer in compliance with such Standards.
5. At the conclusion of Visitor's contact with the Company, Visitor hereby agrees to promptly deliver and leave with the Company any and all materials, documents, records and any other objects which describe, depict, contain, constitute, reflect or record the Company's Confidential Information then in Visitor's possession or under Visitor's control, whether or not prepared by Visitor. Visitor further agrees that no copies may be retained by Visitor of any Confidential Information of the Company.
6. Visitor acknowledges that the Company has a legitimate need to protect itself from improper or unfair competition and to protect its Confidential Information and that the restrictions contained in this Agreement are reasonable and necessary to protect the Company's operations, legitimate competitive interests, and Confidential Information. Visitor also recognizes the highly competitive nature of the Company's business and that irreparable harm would be caused by a violation of the restrictions contained herein.
7. Visitor agrees that the Company's remedies at law for any violations of this Agreement are inadequate and that the Company has the right to seek injunctive relief in addition to any other remedies available to it. Therefore, if Visitor breaches this Agreement the Company has the right to, and may seek issuance, without the posting of any bond or security, of a court ordered temporary restraining order, preliminary injunction and permanent injunction, as well as any and all other remedies and damages, including monetary damages. Visitor further agrees to pay any and all legal fees, including without limitation, all attorneys' fees, court costs, and any other related fees and/or costs incurred by the Company in enforcing this Agreement.
8. This Agreement shall be governed by the laws of the State of \_\_\_\_\_, without regard to conflict of laws principles. This Agreement represents the entire understanding between Visitor and the Company regarding its contents. Any alteration or modification of this Agreement shall not be valid unless in writing and signed by all parties.

I, the undersigned, have read, understand and agree to the terms contained in this Visitor Confidentiality Agreement.

\_\_\_\_\_  
Company Witness

\_\_\_\_\_  
Visitor

Date: \_\_\_\_\_