

# ACCESS AGREEMENT

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

## Disclosing Party Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Receiving Party Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

### 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all information disclosed by the Disclosing Party to the Receiving Party, whether oral or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

### 2. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not disclose any Confidential Information to third parties without prior written consent of the Disclosing Party and shall not use the Confidential Information for any purpose other than as permitted in this Agreement.

### 3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by law or a governmental authority, provided the Receiving Party promptly notifies the Disclosing Party to allow a protective order or other remedy.

### 4. Term

The obligations of confidentiality shall continue for a period of five (5) years from the date of disclosure of the Confidential Information, or until such time as the Confidential Information no longer qualifies as confidential under this Agreement.

### 5. Return or Destruction

Upon termination or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that it has complied with these obligations.

### 6. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to use the Confidential Information except as explicitly set forth herein.

### 7. No Warranty

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied,

regarding the accuracy or completeness of the Confidential Information.

#### **8. Remedies**

The Receiving Party acknowledges that damages may be inadequate to compensate the Disclosing Party for a breach of this Agreement and agrees that the Disclosing Party shall be entitled to seek injunctive or equitable relief to prevent or remedy such breach, in addition to any other remedies available at law or in equity.

#### **9. Governing Law and Jurisdiction**

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

#### **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

#### **11. Amendments**

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

#### **12. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### **13. Waiver**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions.

#### **14. Assignment**

Neither party may assign this Agreement without the prior written consent of the other party, except to a successor in interest of the entire business and assets of the assigning party.

#### **15. No Partnership or Agency**

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

#### **16. Counterparts and Electronic Signatures**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by electronic means shall be deemed valid and binding.

#### **17. Notices**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic mail capable of confirming transmission and receipt, to the addresses set forth above or such other address as either party may designate in writing.

#### **18. No Obligation to Disclose**

Nothing in this Agreement obligates the Disclosing Party to disclose any particular information to the Receiving Party.

#### **19. Return of Copies**

All copies, reproductions, summaries or extracts of Confidential Information shall be returned or destroyed as required by this Agreement.

**20. Survival**

The provisions of this Agreement which by their nature extend beyond termination or expiration hereof shall survive such termination or expiration.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

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

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

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