**Manufacturer-Dealer Confidentiality Agreement**

**THIS AGREEMENT** is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation ('MANUFACTURER'), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation ('DEALER').

**WHEREAS**, MANUFACTURER and DEALER desire to enter into a contractual relationship, whereby DEALER shall purchase, resell, service and support products manufactured by MANUFACTURER;

**WHEREAS**, both as a prerequisite to, and term and condition of, said contractual relationship, MANUFACTURER requires DEALER to provide MANUFACTURER with access to its books and records for audit and inspection, and to disclose to MANUFACTURER certain confidential, proprietary and trade secret information (the 'information'); and

**WHEREAS**, MANUFACTURER understands that DEALER has expended substantial resources to develop said information, that the misappropriation or improper disclosure of the information will cause irreparable harm to DEALER, and that DEALER takes appropriate measures to safeguard the confidential and proprietary nature of the information;

**NOW THEREFORE**, in exchange for valuable consideration, the sufficiency of which is hereby acknowledged, DEALER agrees to furnish to MANUFACTURER certain confidential and proprietary information, as set forth on Schedule A annexed to this Agreement, on the following conditions:

1. All information to be disclosed by DEALER to MANUFACTURER pursuant to this Agreement shall be specifically marked by DEALER as 'Confidential.'

2. MANUFACTURER hereby expressly agrees to:

(a) take all necessary measures to maintain the confidentiality of the information throughout the duration of this Agreement;

(b) not use the information for marketing purposes or to compete directly or indirectly against DEALER; and

(c) refrain from using the information for any other purpose, and refrain from disclosing said information to any third party, without the express prior written consent of DEALER.

3. No copies may be made or retained by MANUFACTURER of any information furnished by DEALER under this Agreement without the express prior written consent of DEALER.

4. Within seven (7) days of termination of the contractual relationship between DEALER and MANUFACTURER, or upon written demand by DEALER made at any time, all information, including written notes, photographs, or memoranda, shall be returned to DEALER, along with an affidavit stating that MANUFACTURER has returned all copies of such information to DEALER.

5. MANUFACTURER shall not disclose the information to any other third party unless said third party agrees to execute and be bound by the terms of this Agreement.

6. It is understood that MANUFACTURER shall have no obligation with respect to any information known by MANUFACTURER or generally known within the industry prior to date of this Agreement, or which becomes common knowledge within the industry thereafter.

7. MANUFACTURER fully understands that DEALER is prepared, based upon the representations made in this Agreement, to disclose to MANUFACTURER valuable trade secret information which is critical to the continued success of DEALER's business, and MANUFACTURER agrees that DEALER shall be entitled to injunctive relief and monetary damages, including its reasonable attorney's fees, where appropriate, for any breach of this Agreement by MANUFACTURER.

8. The recitals to this Agreement are an integral part hereof, and shall be given full force and effect by the parties.

9. Should any provision(s) of this Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, then such provision(s) shall be stricken from this Agreement without prejudice or effect upon the remaining provisions.

10. The terms and conditions of this Agreement shall be incorporated by reference into the contractual documents executed by MANUFACTURER and DEALER.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date first set forth above.

**MANUFACTURER DEALER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

DEALER has or shall furnish to MANUFACTURER certain confidential and proprietary information, including but not limited to the following:

1. All books, records and information which MANUFACTURER might obtain through audit or review of DEALER's books and records pursuant to Paragraph \_\_ of the applicable Dealer Agreement.

2.

3.

4.

5.