



Confidentiality Agreement

THIS AGREEMENT is made (*current date*), by and between (*your company name*), ("Customer") and **ISIS, Inc.** ("Provider")

Whereas Customer and Provider contemplate entering into an agreement pursuant which Provider will supply to Customer various services and materials;

Whereas Customer may be supplying to Provider data, lists, and files which may be required by Provider in providing its services to Customer;

Now, Therefore in consideration of the mutual benefit and protection of Customer and Provider, the parties agree as follows:

1. Provider acknowledges that Customer data, lists, and files, whether originating with Customer, or purchased from third parties, is proprietary information.
2. Provider acknowledges that the work-product of the assignment contemplated herein will be proprietary information of Customer.
3. Provider agrees not to disclose to third parties and not to disclose inside its own organization except on a "need to know" basis any of the proprietary information described herein.
4. In the event the parties do not conclude an agreement for Provider to supply services and/or materials to Customer, this Confidentiality Agreement shall nevertheless continue, and all information and materials exchanged prior to the breaking off of negotiations shall be returned to the Customer.
5. In the event the parties conclude an agreement pursuant to which Provider shall provide service and materials to Agency, that agreement shall include a confidentiality provision or shall incorporate the provisions of this agreement.
6. In no event shall either party be liable for any special, indirect, incidental or consequential damages, including but not limited to, lost income or lost revenue, whether based on contract, tort, or any other theory.

Agreed to:

Agreed to:

ISIS, Inc.
(Provider)

(*your company name*)
(Customer)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____