

# Vendor Visitor Non-Disclosure Agreement

This Vendor Visitor Non-Disclosure Agreement (the "Agreement") is entered into to prevent the unauthorized disclosure of Confidential Information (as defined below) that may be disclosed or made accessible to the Visitor during their visit to the Host Company's facilities.

## 1. Parties and Visit Details

Host Company Name:

Visitor Full Name:

Visitor Employer / Vendor Name:

Date of Visit:

Purpose of Visit:

## 2. Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Host Company is engaged. If Information is in written form, the Host Company shall label or stamp the materials with the word "Confidential" or some similar warning. If Information is transmitted orally, the Host Company shall promptly provide a writing identifying such information as confidential. Confidential Information also includes any proprietary technical data, trade secrets, software code, physical equipment, designs, and business plans observed or accessed while on the Host Company's premises.

## 3. Obligations of Visitor

Visitor agrees to hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Host Company. Visitor shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Visitor shall not, without prior written approval of Host Company, use for Visitor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Host Company, any Confidential Information.

## 4. No Photography, Recording, or Copying

While on the premises of the Host Company, the Visitor is strictly prohibited from taking photographs, recording video, capturing audio, or copying any documents or digital materials unless prior written authorization is explicitly granted by an authorized representative of the Host Company.

## 5. Term and Termination

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Visitor's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Host Company releases Visitor from such obligation in writing, whichever occurs first. The minimum duration of the confidentiality obligation is established as:

from the date of the visit.

## 6. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of: .

## 7. Execution and Signatures

By signing below, the parties accept and agree to all terms and conditions of this Agreement.

### Visitor Signature Block

Visitor Signature (Print Name to Sign):

Title:

Date:

**Host Company Representative Block**

Authorized Representative Signature:

Title:

Date: