

## Confidentiality Agreement for Carnegie Logistics:

### Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is entered into by and between Carnegie Logistics ("Company") and [Recipient Name] ("Recipient") as of [Date].

#### 1. Definition of Confidential Information\*\*

For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Company and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) technical information about the Company's products and services;
- (ii) marketing strategies, costs, prices, and other financial information;
- (iii) information about suppliers, customers, and business partners;
- (iv) business policies, operational methods, and procedures; and
- (v) any information marked or identified as confidential.

#### 2. Non-Disclosure of Confidential Information\*\*

The Recipient agrees not to disclose any Confidential Information to any third party without the Company's prior written consent. The Recipient shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care[1].

#### 3. Permitted Use of Confidential Information\*\*

The Recipient agrees to use the Confidential Information solely for the purpose of [describe the purpose, e.g., evaluating a potential business relationship] and for no other purpose whatsoever.

#### 4. Exclusions\*\*

The obligations of this Agreement shall not apply to any information that:

- (i) is or becomes publicly available through no fault of the Recipient;
- (ii) is rightfully received by the Recipient from a third party without a duty of confidentiality;
- (iii) is independently developed by the Recipient without use of the Confidential Information; or
- (iv) is required to be disclosed by law or court order, provided that the Recipient gives the Company prompt written notice of such requirement[2].

#### 5. Return or Destruction of Confidential Information\*\*

Upon the Company's written request, the Recipient shall promptly return or destroy all Confidential Information and any copies thereof, and certify in writing that it has done so.

#### 6. Term and Termination\*\*

This Agreement shall remain in effect for a period of [specify duration, e.g., 3 years] from the date of disclosure of the Confidential Information. The obligations of non-disclosure and non-use shall survive the termination of this Agreement[3].

#### 7. Remedies\*\*

The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Company, and the Company shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

#### 8. Miscellaneous\*\*

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and

negotiations, both written and oral. This Agreement shall be governed by and construed in accordance with the laws of [specify governing law].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Carnegie Logistics

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

Name:

Title:

[Recipient Name]

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

Name:

Title: