

VISITOR NON-DISCLOSURE AGREEMENT

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This Visitor Non-Disclosure Agreement (this "**Agreement**") is entered into as of [VISIT DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[VISITOR FULL NAME], an individual visiting on behalf of [VISITOR ORGANIZATION, OR "individually"] and residing or located at [VISITOR ADDRESS] (the "**Visitor**").

The Company and the Visitor are each a "**Party**" and together the "**Parties**."

Recitals. The Visitor wishes to visit the Company's premises located at [SITE / FACILITY ADDRESS] (the "**Premises**") for the purpose of [PURPOSE OF VISIT, e.g. a facility tour, meeting, or inspection]. During the visit, the Visitor may see, hear, or otherwise learn confidential and proprietary information of the Company. The Company is willing to permit the visit only on the condition that the Visitor protects such information. In consideration of being granted access to the Premises, and for other good and valuable consideration, the Parties agree as follows.

1. Definitions

1.1 Confidential Information. "**Confidential Information**" means any non-public information the Visitor sees, hears, accesses, or otherwise learns during or in connection with the visit, in any form, including manufacturing processes, equipment, layouts, designs, prototypes, software, business and financial information, customer information, and information of third parties that the Company is obligated to protect.

1.2 Representatives. "**Representatives**" means the Visitor's employer, employees, agents, and advisors, if the Visitor attends on behalf of an organization.

2. Confidentiality Obligations

2.1 Non-disclosure. The Visitor will hold all Confidential Information in confidence and will not disclose it to any third party without the Company's prior written consent.

2.2 Non-use. The Visitor will not use Confidential Information for any purpose other than the stated purpose of the visit, and will not use it for the Visitor's own or any third party's competitive or commercial advantage.

2.3 Standard of care. The Visitor will protect Confidential Information using at least reasonable care and will follow all Company instructions regarding its handling during the visit.

2.4 Representatives. If the Visitor attends on behalf of an organization, the Visitor will ensure its Representatives who learn Confidential Information are bound by confidentiality obligations at least as protective as these, and the Visitor remains responsible for their compliance.

3. Recording and Removal

3.1 No recording. The Visitor will not photograph, video- or audio-record, copy, sketch, or otherwise reproduce any part of the Premises, equipment, or materials without the Company's prior written consent.

3.2 Devices. The Visitor will comply with the Company's policies regarding mobile phones, cameras, recording devices, and storage media on the Premises.

3.3 No removal. The Visitor will not remove any document, sample, component, or other material from the Premises without the Company's prior written consent.

4. Exclusions and Compelled Disclosure

4.1 Exclusions. This Agreement does not apply to information that: (a) is or becomes public through no fault of the Visitor; (b) was lawfully known to the Visitor, free of restriction, before the visit; or (c) is rightfully received from a third party without restriction.

4.2 Compelled disclosure. If the Visitor is legally compelled to disclose Confidential Information, the Visitor will, to the extent legally permitted, promptly notify the Company so it may seek protective treatment, and will disclose only the portion legally required.

5. Premises Conduct and Safety

5.1 Rules and supervision. The Visitor will follow all Company safety, security, and conduct rules while on the Premises, will remain in authorized areas, and will stay with the Visitor's designated escort where one is assigned.

5.2 No independent right of access. This Agreement grants no license or right to the Premises beyond the specific authorized visit, which the Company may end at any time in its discretion.

6. No Other Rights

6.1 No license. Disclosure of Confidential Information does not grant the Visitor any license or other right under any patent, copyright, trademark, trade secret, or other intellectual property.

6.2 No obligation. This Agreement does not obligate either Party to enter into any further agreement or transaction.

7. Return of Materials

7.1 On request. On the Company's request, the Visitor will promptly return or destroy any Confidential Information in tangible form in the Visitor's possession, and will not retain copies except as required by law and subject to continuing confidentiality.

8. Term and Survival

8.1 Duration. The Visitor's obligations begin on the Effective Date and continue for **[NUMBER, e.g. 3]** years after the date of the visit, except that obligations relating to any information that constitutes a trade secret continue for as long as the information remains a trade secret under applicable law.

9. Remedies

9.1 **Injunctive relief.** The Visitor acknowledges that a breach may cause irreparable harm for which money damages are inadequate, and that the Company is entitled to seek injunctive relief in addition to any other remedy, without the need to post a bond except as required by law.

9.2 **Cumulative remedies.** The Company's remedies are cumulative and do not waive any other remedy available at law or in equity.

10. General Provisions

10.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.2 **Assignment.** The Visitor may not assign this Agreement. The Company may assign it to a successor.

10.3 **Severability.** If any provision is unenforceable, a court may modify it to the minimum extent necessary to make it enforceable, and the remaining provisions stay in effect.

10.4 **Waiver.** A Party's failure to enforce a provision is not a waiver of that or any other provision.

10.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior understandings on that subject. It may be amended only in a writing signed by both Parties.

10.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

VISITOR

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [VISITOR NAME]

Title: [TITLE]

Title: [TITLE OR N/A]

Date: _____

Date: _____

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