



CONFIDENTIALITY AGREEMENT

NorthWest Illinois Alliance of REALTORS® ("NWIAR") Tri-County Chapter
for use in Carroll, Jo Daviess, and Stephenson Counties



1 This Confidentiality Agreement (Agreement) is entered into by and between Lindsay McKee,
2 Disclosing Party and _____, Receiving Party, for the purpose of preventing the
3 unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential
4 relationship with respect to the disclosure of certain proprietary and confidential information (Confidential Information).

5 **1. Definition of Confidential Information.** For purposes of this Agreement, Confidential Information shall include
6 all information or material that has or could have commercial value or other utility in the business in which the party
7 transmitting such Confidential Information, Disclosing Party, or the party receiving such Confidential Information,
8 Receiving Party, is engaged. When Confidential Information is in written or electronic form, the Disclosing Party shall
9 label or stamp the materials with the word Confidential or some similar warning.

10 **2. Exclusions from Confidential Information.** Receiving party's obligations under this Agreement do not extend to
11 information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault
12 of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned
13 by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's
14 representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

15 **3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest
16 confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to
17 Confidential Information to employees and third parties as is reasonably required and shall require those persons to sign
18 nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written
19 approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy or otherwise disclose to others, or
20 permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving
21 Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its
22 possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

23 **4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and
24 Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential
25 Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing
26 Receiving Party from this Agreement, whichever occurs first.

27 **5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint
28 venturer or employee of the other party for any purpose.

29 **6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this
30 Agreement shall be interpreted so as best to effect the intent of the parties.

31 **7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter
32 and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended
33 except in a writing signed by both parties.

34 **8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent
35 rights.

38 This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such
39 party. Each party has signed this Agreement through its authorized representative.

40 **Disclosing Party:**

41 X *Lindsay McKee*
42 Signature of Authorized Representative

43 Lindsay McKee
44 Printed Name

45 Sole Proprietor
46 Title

47 10/31/24
48 Date

49 **Receiving Party:**

50 _____
51 Signature of Authorized Representative

52 _____
53 Printed Name

54 _____
55 Title

56 _____
57 Date