

## Confidentiality Agreement:

# Confidentiality Agreement

**Effective Date:** [Date]

**Between:**

**Disclosing Party:** [Disclosing Party's Name], located at [Disclosing Party's Address].

**Receiving Party:** [Receiving Party's Name], located at [Receiving Party's Address].

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## 1. Definition of Confidential Information

"Confidential Information" refers to any non-public information disclosed by the Disclosing Party to the Receiving Party, whether in oral, written, graphic, or electronic form, including but not limited to:

- Business plans and strategies
- Financial data
- Customer lists
- Trade secrets
- Technical specifications
- Any other information designated as confidential

## 2. Obligations of the Receiving Party

The Receiving Party agrees to:

- **a.** Use the Confidential Information solely for the purpose of [Specify Purpose].
- **b.** Maintain the confidentiality of the information and exercise reasonable care to prevent unauthorized disclosure.
- **c.** Not disclose any Confidential Information to third parties without prior written consent from the Disclosing Party.
- **d.** Limit access to the Confidential Information to employees or agents who need to know such information for the specified purpose and who are bound by confidentiality obligations.

## 3. Exclusions

The obligations of confidentiality do not apply to information that:

- **a.** Is already known to the Receiving Party prior to disclosure.
- **b.** Is or becomes publicly available through no fault of the Receiving Party.

- **c.** Is lawfully received from a third party without restriction.
- **d.** Is independently developed by the Receiving Party without reference to the Confidential Information.
- **e.** Is required to be disclosed by law or governmental order, provided the Receiving Party gives prompt notice to the Disclosing Party.

#### **4. Term**

This Agreement shall commence on the Effective Date and remain in effect for [Number] years from the date of disclosure of the Confidential Information, unless terminated earlier by mutual written agreement.

#### **5. Return of Materials**

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that all such materials have been returned or destroyed.

#### **6. No License**

This Agreement does not grant any license or rights to the Receiving Party under any patents, copyrights, or trade secrets of the Disclosing Party.

#### **7. Remedies**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief and any other remedies available at law or in equity.

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

#### **9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the Confidential Information and supersedes all prior agreements, understandings, or representations.

#### **10. Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

#### **11. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties have executed this Confidentiality Agreement as of the Effective Date.

**Disclosing Party**

Signature: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: \_\_\_\_\_

**Receiving Party**

Signature: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: \_\_\_\_\_