

# CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_ by  
and between:

## Party Disclosing Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Information: \_\_\_\_\_

## Party Receiving Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Information: \_\_\_\_\_

## 1. Definition of Confidential Information

This Confidentiality Agreement, "Confidential Information" means any data or information, oral or written, that is shared by the Disclosing Party to the Receiving Party that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, trade secrets, customer lists, financial information, proprietary technology, designs, and any other proprietary information.

## 2. Obligations of the Receiving Party

Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information and exercise the same degree of care to protect it as they would with their own confidential and proprietary information, but in no event less than reasonable care.
- Use the Confidential Information solely for the purpose of [insert purpose, e.g., evaluating a potential business relationship, etc.
- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees or contractors who need to know the information for the purpose of this Agreement and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes generally available to the public through no fault of the Receiving Party.
- Is rightfully received from a third party without breach of any confidentiality obligation.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- Is disclosed with the prior written consent of the Disclosing Party.

#### **4. Duration of Agreement**

The obligations of the Receiving Party under this Agreement shall continue for a period of [insert number] years from the date of disclosure of the Confidential Information, unless otherwise agreed in writing.

#### **5. Return or Destruction of Materials**

Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including any copies, and certify in writing that all such materials have been returned or destroyed.

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

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in any Confidential Information disclosed by the Disclosing Party.

#### **7. Governing Law**

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

#### **8. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements.

**9. Severability**

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

**10. Signatures**

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

**Signatures**

**Disclosing Party:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Receiving Party:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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