

Confidential Information Protection Agreement

This Confidential Information Protection Agreement ("Agreement") is entered into as of [Date], by and between [Disclosing Party Name], located at [Disclosing Party Address], and [Receiving Party Name], located at [Receiving Party Address].

1. Definition of Confidential Information

"Confidential Information" means any and all technical, business, or other information, including but not limited to source code, data, financial details, processes, systems, business strategies, client information, trade secrets, documents, or any other materials which the Disclosing Party makes available to the Receiving Party in any form, whether oral, written, digital, or otherwise.

2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information using at least reasonable care.
- Not disclose any Confidential Information to any person or entity without prior written consent of the Disclosing Party.
- Limit access to Confidential Information to employees or agents strictly on a need-to-know basis.
- Not use the Confidential Information for any purpose other than as required for fulfilling obligations under this Agreement.

3. Exclusions

The obligations herein shall not apply to information that:

- Is or becomes publicly known without breach of this Agreement.
- Is lawfully received from another source without restriction and without breach of any agreement.
- Is already known to the Receiving Party prior to disclosure, as evidenced by written records.
- Is independently developed by the Receiving Party without access to the Confidential Information.

4. Term and Termination

This Agreement shall be effective as of the date written above and will remain in effect for a period of [Duration] years, or until terminated by written notice by either party. The confidentiality obligations shall survive termination for a period of [Survival Period] years.

5. Return or Destruction of Confidential Information

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

7. Signatures

[Disclosing Party Name] Date: _____

[Receiving Party Name] Date: _____