

# Confidentiality Agreement (Sample)

This Confidentiality Agreement ("Agreement") is made as of

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(the "Effective Date") between:

- **Disclosing Party:**

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- **Receiving Party:**

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## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or other form, and includes but is not limited to business plans, customers, strategies, financial information, technology, and trade secrets.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information;
- Not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party;
- Use the Confidential Information only for the purpose(s) authorized by the Disclosing Party.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is lawfully obtained by the Receiving Party from a third party without restriction;
- Was independently developed by the Receiving Party without reference to the Confidential Information.

## 4. Duration

The obligations of confidentiality under this Agreement shall remain in effect for a period of

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years from the Effective Date.

## 5. Return of Materials

Upon request, the Receiving Party will promptly return or destroy all materials containing Confidential Information.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

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Disclosing Party

Date:

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Receiving Party

Date:

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