

Confidentiality and Non-Disclosure Clause Sample

1. Confidential Information

For purposes of this Agreement, "Confidential Information" refers to any and all technical and non-technical information, including but not limited to, trade secrets, proprietary data, know-how, formulas, processes, designs, drawings, engineering, customer lists, business and marketing plans, and financial information, whether disclosed orally, in writing, or by any other means, that is disclosed by one party ("Disclosing Party") to the other party ("Receiving Party").

2. Non-Disclosure Obligations

The Receiving Party agrees to:

- Maintain the confidentiality of all Confidential Information received from the Disclosing Party;
- Not disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party;
- Use the Confidential Information solely for the purpose for which it was disclosed;
- Take all reasonable precautions to protect the confidentiality of such information.

3. Exclusions

Confidential Information does not include information that:

- Was already known to the Receiving Party at the time of disclosure;
- Is or becomes publicly available through no fault of the Receiving Party;
- Is lawfully received from a third party without restriction;
- Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

4. Duration

The obligations under this clause shall remain in effect for a period of two (2) years from the date of disclosure or as otherwise agreed upon in writing by both parties.

5. Return of Information

Upon termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

6. Governing Law

This clause shall be governed by and construed in accordance with the laws of the applicable jurisdiction.

Disclosing Party

Receiving Party