

# Trade Secret Confidentiality Agreement for Business Partners

This Confidentiality Agreement ("Agreement") is made and entered into as of the date signed below by and between:

Disclosing Party: \_\_\_\_\_

Receiving Party: \_\_\_\_\_

## 1. Purpose

The parties wish to explore a business relationship for their mutual benefit (the "Purpose"), under which each may disclose or receive trade secrets and other confidential information.

## 2. Definition of Confidential Information

"Confidential Information" means any non-public information regarding the disclosing party's business, operations, financial data, technology, processes, products, services, trade secrets, or other proprietary information disclosed, whether in written, oral, electronic, or any other form.

## 3. Obligations

- The receiving party shall use Confidential Information solely for the Purpose stated above.
- The receiving party shall not disclose Confidential Information to any third party without the prior written consent of the disclosing party.
- The receiving party shall exercise at least the same degree of care with the Confidential Information as it uses for its own confidential information.

## 4. Exclusions

- Information that becomes publicly available through no fault of the receiving party.
- Information the receiving party can demonstrate was already in its possession prior to disclosure.
- Information received from a third party lawfully and without breach of this Agreement.
- Information independently developed by the receiving party without use of the Confidential Information.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date of signature. The obligation to maintain confidentiality survives the termination or expiration of this Agreement.

## 6. Return or Destruction

Upon request, the receiving party shall promptly return or destroy all Confidential Information and all copies thereof.

## 7. Governing Law

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

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## 8. Miscellaneous

This Agreement contains the entire understanding between the parties relating to the subject matter and supersedes all prior discussions. Any amendments must be in writing and signed by both parties.

Disclosing Party:

\_\_\_\_\_  
Name/Title: \_\_\_\_\_

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

Receiving Party:

\_\_\_\_\_  
Name/Title: \_\_\_\_\_

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