

# Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between:

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

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

## 1. Definition of Confidential Information

"Confidential Information" refers to any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or that should be reasonably understood to be confidential.

## 2. Obligations of Receiving Party

The Receiving Party agrees to maintain all Confidential Information in strict confidence and not to disclose it to any third party or use it for any purpose other than as expressly authorized by the Disclosing Party.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes public through no fault of the Receiving Party; (b) is lawfully received from a third party; (c) is independently developed by the Receiving Party; or (d) is required to be disclosed by law.

## 4. Term

This Agreement will remain in effect for a period of \_\_\_\_\_ 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 will be governed by the laws of \_\_\_\_\_.

## 7. Signatures

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Disclosing Party Signature

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

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Receiving Party Signature

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