

# Business Partner Confidentiality Agreement for Trade Secrets

This Business Partner Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between [Disclosing Party Name], with an address at [Disclosing Party Address], and [Receiving Party Name], with an address at [Receiving Party Address].

## 1. Definition of Trade Secrets

For the purposes of this Agreement, "Trade Secrets" means all confidential, proprietary, or non-public information, whether written, oral, or electronic, disclosed by the Disclosing Party to the Receiving Party, including but not limited to, business processes, product designs, financial information, marketing strategies, customer lists, and any other information not generally known to the public.

## 2. Obligations of Confidentiality

1. The Receiving Party agrees to hold all Trade Secrets in strict confidence and to take all reasonable precautions to protect such Trade Secrets.
2. The Receiving Party shall not disclose any Trade Secrets to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall not use the Trade Secrets for any purpose other than that which is expressly permitted by the Disclosing Party.

## 3. Exclusions

The obligations of confidentiality under this Agreement do not apply to information that:

- Was already known to the Receiving Party before disclosure by the Disclosing Party;
- Becomes publicly available through no fault of the Receiving Party;
- Is received from a third party who had the right to disclose it; or
- Is independently developed by the Receiving Party without reference to the Trade Secrets.

## 4. Return of Materials

Upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Trade Secrets and certify such return or destruction in writing.

## 5. Term

This Agreement shall remain in effect for a period of [Number of Years] years from the date of execution, or until such time as the Trade Secrets no longer qualify as confidential information.

## 6. Governing Law

This Agreement shall be governed by the laws of the State of [State/Country], without regard to its conflict of law principles.

## 7. Signatures

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Disclosing Party Signature

Name: [Name]

Date: [Date]

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Receiving Party Signature

Name: [Name]

Date: [Date]