Client-Vendor Confidentiality Agreement for Data Security

This Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between [Client Name], with a principal place of business at [Client Address] ("Client") and [Vendor Name], with a principal place of business at [Vendor Address] ("Vendor").

1. Purpose

The Client and Vendor wish to explore a business relationship whereby the Vendor may have access to the Client's confidential and proprietary information, including but not limited to data, documents, processes, systems, and personal information ("Confidential Information"). The purpose of this agreement is to ensure the security and confidentiality of such information.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Client to the Vendor that is not generally known to the public and that the Client considers to be confidential or proprietary, including without limitation, business processes, customer lists, financial data, software, and technical information.

3. Obligations of the Vendor

- The Vendor agrees to use the Confidential Information solely for the purpose set forth in this Agreement.
- The Vendor will not disclose any Confidential Information to any third party without the prior written consent of the Client.
- The Vendor will employ all reasonable measures to protect the confidentiality and security of the Confidential Information, including but not limited to implementing appropriate physical, administrative, and technical safeguards.
- The Vendor will immediately notify the Client of any unauthorized use or disclosure of Confidential Information.

4. Exclusions

Confidential Information does not include information that:

1. Was already known to the Vendor prior to disclosure by the Client;
2. Becomes publicly known through no wrongful act of the Vendor;
3. Is received by the Vendor from a third party without breach of any obligation of confidentiality;
4. Is independently developed by the Vendor without use of any Confidential Information.

5. Return or Destruction of Information

Upon termination of this Agreement or upon the Client's written request, the Vendor shall promptly return or destroy all Confidential Information and certify such destruction in writing.

6. Term

This Agreement shall commence on the Effective Date and continue for a period of [Duration] years, unless terminated earlier by either party with written notice.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

8. Miscellaneous

- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

_____

Client Signature
Date: _____

_____

Vendor Signature
Date: _____