

# Simple Confidentiality Agreement

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

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

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

## 1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether oral or written, that is designated as confidential or that reasonably should be understood to be confidential.

## 2. Obligations of Receiving Party

The Receiving Party agrees to use Confidential Information solely for the purpose of \_\_\_\_\_ and not to disclose it to any third party without the prior written consent of 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) was known to the Receiving Party prior to disclosure; or (c) is rightfully obtained from a third party.

## 4. Term

This Agreement will remain in effect for a period of \_\_\_\_\_ years from the Effective Date.

## 5. Return of Materials

Upon written request, the Receiving Party will return or destroy all materials containing Confidential Information.

## 6. Governing Law

This Agreement is governed by the laws of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

