

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by and between [Disclosing Party], having its principal address at [address], and [Receiving Party], with its principal address located at [address] and becomes effective on [date].

1. Definition of Confidential Information

For this Agreement, "Confidential Information" shall mean any non-public information, including, but not limited to, proprietary business information, trade secrets, financial data, customer lists, technical specifications, and any other information disclosed by the Disclosing Party to the Receiving Party.

2. Obligations of Receiving Party

The Receiving Party agrees to hold the Confidential Information in strict confidence and to exercise all reasonable precautions to prevent any unauthorized disclosure or use of it. Also agrees not to reproduce or employ such information for any purpose other than the originally stated purpose without obtaining the prior written consent of the Disclosing Party.

3. Exclusions from Confidential Information

The confidentiality obligations specified in this Agreement do not extend to information that:

- a. becomes public without any fault on the part of the Receiving Party;
- b. is already in the possession of the Receiving Party without disclosure restrictions before receiving it from the Disclosing Party is exempt;
- c. is independently developed by the Receiving Party without relying on the Confidential Information;
- d. Is rightfully obtained by the Receiving Party from a third party without disclosure restrictions.

4. Duration of Confidentiality Obligations

The confidentiality obligations stipulated in this Agreement shall continue for a period of [duration], commencing on the effective date of this Agreement.

5. Return or Destruction of Confidential Information

Upon the Disclosing Party's written request or the termination of the business relationship between the parties, the Receiving Party shall expeditiously return or, at the Disclosing Party's discretion, destroy all copies of the Confidential Information in its possession.

6. Governing Law

This Confidentiality Agreement will be governed by the law of the State of [STATE JURISDICTION].

7. Severability.

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

8. Entire Agreement.

This Agreement constitutes the sole and entire agreement of the parties concerning the subject contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, to such subject.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISCLOSING PARTY NAME

RECEIVING PARTY NAME

By _____

By _____

Name:

Name:

Date:

Date: