

# Standard Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party").

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information that is provided by the Disclosing Party to the Receiving Party, including but not limited to business plans, strategies, financial information, technical data, customer lists, or any other information identified as confidential.

## 2. OBLIGATIONS OF RECEIVING PARTY

1. The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to not disclose it to any third party without the prior written consent of the Disclosing Party.
2. The Receiving Party shall use the Confidential Information solely for the purpose of \_\_\_\_\_.
3. The Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information.

## 3. EXCLUSIONS

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is already in the possession of the Receiving Party without obligation of confidentiality;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- Is required to be disclosed by law or regulation, provided that the Receiving Party gives prompt notification to the Disclosing Party.

## 4. TERM

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of \_\_\_\_\_ years from the date of disclosure.

## 5. RETURN OF MATERIALS

Upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

## 6. NO LICENSE

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, trademark, or other intellectual property right of the Disclosing Party.

## 7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of

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#### 8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral.

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Disclosing Party Signature Date: \_\_\_\_\_

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Receiving Party Signature Date: \_\_\_\_\_