

# Vendor Confidentiality Agreement

This Vendor Confidentiality Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, by and between:

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

Address: \_\_\_\_\_

Receiving Party (Vendor): \_\_\_\_\_

Address: \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all non-public information disclosed by the Disclosing Party to the Receiving Party, in any form, whether oral, written, electronic, or otherwise, including but not limited to business plans, financial data, technical information, customer lists, and trade secrets.

## 2. Obligations of Confidentiality

- The Receiving Party agrees to maintain the confidentiality of all Confidential Information received.
- The Receiving Party shall use Confidential Information solely for the purpose of performing services for the Disclosing Party.
- The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party;
- Is lawfully received from a third party without breach of any obligation to the Disclosing Party;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

## 4. Term and Termination

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date of the last disclosure of Confidential Information, unless terminated in writing by either party. The obligations of confidentiality shall survive termination as required by this Agreement.

## 5. Return of Materials

Upon termination of this Agreement or upon request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_.

## 7. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and  
supersedes all prior agreements or understandings.

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

\_\_\_\_\_  
Receiving Party (Vendor)

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