

# Confidentiality Agreement Policy Template

## 1. Introduction

This Confidentiality Agreement ("Agreement") is entered into by and between [Disclosing Party Name] and [Receiving Party Name] as of [Date], for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

## 2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information that the Disclosing Party provides to the Receiving Party, including but not limited to business plans, strategies, financial information, trade secrets, and proprietary data.

## 3. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information using at least the same degree of care as it uses to protect its own confidential information.
- Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose authorized by the Disclosing Party.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- Is required to be disclosed by law or governmental order, provided that the Receiving Party gives prompt notice to the Disclosing Party.

## 5. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until terminated by written notice from the Disclosing Party.

## 6. Return of Materials

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

## 7. Miscellaneous

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

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Authorized Signature (Disclosing Party)

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Authorized Signature (Receiving Party)

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

