

# Confidentiality Agreement

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

- **Party 1:** \_\_\_\_\_
- **Party 2:** \_\_\_\_\_

## 1. Definition of Confidential Information

"Confidential Information" means all non-public, confidential, or proprietary information exchanged between the Parties, whether in oral, written, or electronic form.

## 2. Obligations

Each Party agrees to keep all Confidential Information strictly confidential, not to disclose it to any third party, and not to use it for any purpose except as expressly authorized in writing.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes public through no breach of this Agreement; (b) is received from a third party without breach of any obligation; or (c) is independently developed without reference to the Confidential Information.

## 4. Term

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

## 5. Return of Information

Upon written request, all Confidential Information shall be returned or destroyed promptly.

## 6. Governing Law

This Agreement shall be governed in accordance with the laws of \_\_\_\_\_.

\_\_\_\_\_  
Signature (Party 1)

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

\_\_\_\_\_  
Signature (Party 2)

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