

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of the date set forth below by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information that is disclosed by either party to the other that is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

- To maintain the confidentiality of the Confidential Information.
- Not to disclose any Confidential Information to any third party, except as authorized in writing by the disclosing party.
- To use the Confidential Information solely for the purpose specified by the disclosing party.

3. Exclusions

Confidential Information shall not include information that:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) was in the receiving party's possession without obligation of confidentiality prior to disclosure,
- (c) is rightfully received from a third party without duty of confidentiality, or
- (d) is independently developed by the receiving party.

4. Term

The obligations of this Agreement shall survive for a period of _____ years from the date of last disclosure of Confidential Information.

5. Return of Materials

Upon request, all materials containing Confidential Information shall be returned or destroyed by the receiving party.

6. General

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements. Any amendments must be in writing and signed by both parties.

Party A Signature: _____

Name: _____

Date: _____

Party B Signature: _____

Name: _____

Date: _____