

# Business Partner Information Protection Agreement

This Business Partner Information Protection Agreement ("Agreement") is entered into by and between:

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

**Receiving Party:** \_\_\_\_\_

**Effective Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## 1. Purpose

The Parties wish to establish terms governing the protection and use of Confidential Information exchanged in connection with their business relationship.

## 2. Definition of Confidential Information

"Confidential Information" means any proprietary, financial, technical, or business information disclosed by one Party to the other, whether orally, electronically, or in writing, that is designated as confidential or should reasonably be understood as confidential given the nature of the information and circumstances of disclosure.

## 3. Obligations of Receiving Party

- Use Confidential Information solely for the Purpose stated above.
- Limit access to Confidential Information to employees, agents, and contractors who require such access for the Purpose and are bound by confidentiality obligations.
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- Use reasonable efforts to protect Confidential Information from unauthorized access or disclosure.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement.
- Is lawfully received from a third party without restriction.
- Was known to the Receiving Party prior to disclosure.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's information.
- Is required to be disclosed by law or by order of a court or governmental authority.

## 5. Term and Termination

This Agreement shall commence on the Effective Date and remain in effect for a period of \_\_\_\_\_ years unless terminated earlier by either Party with \_\_\_\_\_ days written notice.

Upon termination, the Receiving Party shall promptly return or destroy all Confidential Information, except as required by law.

## 6. General Provisions

- This Agreement constitutes the entire understanding between the Parties regarding Confidential Information.

- Any amendments to this Agreement must be in writing and signed by both Parties.
- This Agreement is governed by the laws of \_\_\_\_\_.

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Disclosing Party Signature

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Name & Title

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Date

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Receiving Party Signature

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Name & Title

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Date