

# Standard Business Deal Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

## 1. Purpose

The parties wish to explore a business relationship regarding \_\_\_\_\_ (â€œBusiness Purposeâ€), during which either party may disclose (the â€œDisclosing Partyâ€) confidential and proprietary information (â€œConfidential Informationâ€) to the other party (the â€œReceiving Partyâ€).

## 2. Definition of Confidential Information

For the purpose of this Agreement, â€œConfidential Informationâ€ means any non-public, proprietary, or confidential information, whether written, oral, or electronic, disclosed by the Disclosing Party.

## 3. Obligations of Receiving Party

- To maintain the confidentiality of the Confidential Information;
- Not to disclose Confidential Information to any third party without prior written consent;
- To use the Confidential Information solely for the Business Purpose.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available;
- Was known by the Receiving Party before disclosure;
- Is independently developed by the Receiving Party;
- Is lawfully received from a third party without breach of this Agreement.

## 5. Term

This Agreement will remain in effect for a period of \_\_\_\_\_ years from the date above, or until terminated by mutual written agreement.

## 6. Return of Information

Upon request, the Receiving Party shall return or destroy all Confidential Information received under this Agreement.

## **7. No License**

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patents, copyrights, or other intellectual property rights of the Disclosing Party.

## **8. Governing Law**

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

## **9. Miscellaneous**

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior discussions or agreements, whether written or oral.

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

Disclosing Party

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

Receiving Party