

Executive Partnership Confidentiality Agreement

This Executive Partnership Confidentiality Agreement ("Agreement") is entered into as of _____, by and between _____ and _____ (collectively, the "Parties").

1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by one Party to the other that is not generally known to the public and that the receiving Party understands is proprietary.

2. Obligations

- The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- The Receiving Party shall use the Confidential Information solely for the purposes of the partnership.
- The Receiving Party shall take reasonable steps to protect the Confidential Information from unauthorized use or disclosure.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes public through no fault of the Receiving Party;
- Is already in the possession of the Receiving Party; or
- Is obtained lawfully from a third party.

4. Term

This Agreement and the obligations herein shall remain in effect for a period of _____ years from the date of signing or until written notice of release by the Disclosing Party.

5. Return of Materials

Upon termination of this Agreement, each Party agrees to return or destroy all Confidential Information received from the other Party.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements regarding confidentiality.

Signature (Party 1)

Name: _____

Date: _____

Signature (Party 2)

Name: _____

Date: _____