

# Standard Business Partner Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party").

## 1. Purpose

The parties desire to enter into discussions regarding a possible business relationship (the "Purpose") which may require the exchange of confidential and proprietary information.

## 2. Definition of Confidential Information

"Confidential Information" means any information disclosed by either party, whether oral, written, graphic, or electronic, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed without use of Confidential Information; or
- Is required by law or regulation to be disclosed.

## 4. Obligations of Receiving Party

The Receiving Party shall:

- Use the Confidential Information solely for the Purpose;
- Not disclose Confidential Information to any third party except as permitted in writing by the Disclosing Party;
- Take reasonable steps to protect the confidentiality of the Confidential Information.

## 5. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of \_\_\_\_ years from the date above.

## 6. Return or Destruction

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information.

## 7. No License

Nothing in this Agreement grants any rights under any patents, copyrights, or other intellectual property rights of the Disclosing Party.

## 8. Governing Law

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

## 9. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral.

Disclosing Party:

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Name:

Title:

Date:

Receiving Party:

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Name:

Title:

Date: