

Basic Confidentiality Agreement (Non-Disclosure Agreement)

This Confidentiality Agreement ("Agreement") is made and entered into as of _____, by and between:

Party 1: _____

Party 2: _____

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any non-public information disclosed by either party to the other, whether in written, verbal, electronic, or other form, that is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

- To use Confidential Information solely for the purpose of evaluating or forming a business partnership.
- Not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- To protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information.

3. Exclusions

This Agreement does not obligate the Receiving Party to protect information that:

- Is or becomes publicly available through no breach of this Agreement.
- Is already known to the Receiving Party at the time of disclosure.
- Is received lawfully from a third party without restriction.
- Is independently developed without use of Confidential Information.

4. Term

The obligations under this Agreement shall remain in effect for two (2) years from the date of disclosure of the Confidential Information.

5. Return of Materials

Upon request, the Receiving Party shall return or destroy all documents or materials containing Confidential Information.

6. No License

Nothing in this Agreement grants either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

7. Governing Law

This Agreement shall be governed by and construed under the laws of _____.

Party 1 Signature

Name: _____

Date: _____

Party 2 Signature

Name: _____

Date: _____