

Comprehensive Business Deal Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into by and between [Disclosing Party Name], with its principal place of business at [Disclosing Party Address] ("Disclosing Party"), and [Receiving Party Name], with its principal place of business at [Receiving Party Address] ("Receiving Party"). This Agreement is effective as of [Effective Date].

1. Purpose

The parties intend to explore a potential business relationship concerning [Brief Description of Business Deal] ("Purpose"). In connection with this, either party may disclose to the other certain confidential and proprietary information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information, whether written, oral, or electronic, disclosed by either party to the other, including but not limited to business plans, financial data, customer information, technical data, and trade secrets.

3. Obligations of Receiving Party

1. Use Confidential Information solely for the Purpose stated above;
2. Not disclose any Confidential Information to third parties except as expressly permitted in this Agreement;
3. Take all reasonable precautions to protect the confidentiality of the Confidential Information;
4. Disclose Confidential Information only to employees, contractors, or agents on a need-to-know basis and who are bound by confidentiality obligations no less restrictive than those under this Agreement.

4. Exclusions

The obligations in Section 3 do not apply to information that:

- Is or becomes publicly available without breach of this Agreement;
- Was known to the Receiving Party prior to disclosure by the Disclosing Party;
- Is lawfully received from a third party without restriction;
- Is independently developed by the Receiving Party without reference to Confidential Information.

5. Duration

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remains in effect for [e.g., three] years from the date of disclosure.

6. Return or Destruction

Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all materials containing Confidential Information.

7. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

8. Governing Law

This Agreement shall be governed by and construed under the laws of [Jurisdiction].

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning its subject matter and supersedes all prior communications.

Disclosing Party

Name: _____

Title: _____

Date: _____

Receiving Party

Name: _____

Title: _____

Date: _____