

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made effective as of [Date], by and between:

**Disclosing Party:** [Name of Disclosing Party], located at [Address].

**Receiving Party:** [Name of Receiving Party], located at [Address].

## 1. Definition of Confidential Information

Confidential Information means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, including but not limited to business plans, customer lists, financial data, trade secrets, and intellectual property.

## 2. Obligations of the Receiving Party

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence.
- Use the information solely for the purpose of [State Purpose, e.g., evaluating a business partnership].
- Not disclose such information to any third party without prior written consent from the Disclosing Party.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes public knowledge through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to disclosure; or (c) is independently developed without the use of the Confidential Information.

## 4. Term

This Agreement shall remain in effect for a period of [Number] years from the date of disclosure, or until the Confidential Information no longer qualifies as a trade secret.

## 5. Return of Materials

Upon request or termination of this Agreement, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

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### **Signatures:**

#### **Disclosing Party:**

Signature: \_\_\_\_\_

Name: [Printed Name]

Title: [Job Title]

#### **Receiving Party:**

Signature: \_\_\_\_\_

Name: [Printed Name]

Title: [Job Title]