

Confidentiality and Non-Disclosure Letter of Agreement

Date: [Insert Date]

Between:

Disclosing Party: [Insert Name/Company Name]

Address: [Insert Address]

And:

Receiving Party: [Insert Name/Company Name]

Address: [Insert Address]

1. Purpose

The parties wish to explore a potential business relationship or transaction (the "Purpose"). In connection with this Purpose, the Disclosing Party may share proprietary and confidential information with the Receiving Party.

2. Definition of Confidential Information

"Confidential Information" includes all data, software, business plans, trade secrets, financial information, and technical documentation disclosed by the Disclosing Party, whether oral or written, marked as confidential or reasonably understood to be confidential.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Hold the Confidential Information in strict confidence.
- Use the information solely for the defined Purpose.
- Limit access to employees or advisors who need to know the information for the Purpose and who are bound by similar confidentiality obligations.
- Not disclose the information to any third party without prior written consent.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Receiving Party.
- Was already known to the Receiving Party prior to disclosure.
- Is independently developed without use of the Confidential Information.

5. Term

This agreement shall remain in effect for a period of [Insert Number, e.g., 2] years from the date of disclosure.

6. Return of Materials

Upon written request, the Receiving Party shall return or destroy all copies of Confidential Information provided under this agreement.

7. Governing Law

This agreement shall be governed by the laws of [Insert State/Country].

Signatures:**Disclosing Party:**

Name: [Insert Name]

Title: [Insert Title]

Receiving Party:

Name: [Insert Name]

Title: [Insert Title]