

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

DATE: [Insert Date]

BETWEEN:

[Company Name], a company incorporated under the laws of [Jurisdiction], with its principal place of business at [Address] (the "Disclosing Party").

AND:

[Recipient Name], residing at/with its principal place of business at [Address] (the "Recipient").

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, including but not limited to business plans, customer lists, financial documents, trade secrets, and technical data, whether disclosed orally or in writing.

2. OBLIGATIONS OF THE RECIPIENT

The Recipient agrees to:

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

3. EXCLUSIONS

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Recipient.
- Was in the Recipient's possession prior to disclosure.
- Is rightfully obtained by the Recipient from a third party without restriction.

4. TERM

The obligations of this Agreement shall survive for a period of [Number] years from the date of disclosure, regardless of the termination of the business relationship.

5. RETURN OF MATERIALS

Upon request by the Disclosing Party, the Recipient shall immediately 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 [Jurisdiction].

SIGNATURES:

[Name of Disclosing Party Representative]

Title: [Job Title]

Date: [Date]

[Name of Recipient]

Title: [Job Title/Individual]

Date: [Date]