

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Date: [Insert Date]

## BETWEEN:

[Company Name], located at [Company Address] (the "Disclosing Party")

## AND:

[Recipient Name], located at [Recipient Address] (the "Receiving Party")

### 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.

### 2. Definition of Confidential Information

"Confidential Information" includes all non-public data, business plans, financial information, customer lists, software, trade secrets, and any other information marked as confidential or that should reasonably be understood to be confidential given the nature of the information.

### 3. Obligations of Receiving Party

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential.
- Use the information only for the stated Purpose.
- Not disclose the information to any third party without prior written consent.
- Apply the same degree of care to protect the information as it uses for its own confidential data.

### 4. Exclusions

Confidential Information does not include information that:

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

### 5. Term

This agreement remains in effect for [Insert Number] years from the date of disclosure, regardless of whether the business relationship continues.

### 6. Return of Materials

Upon written request, the Receiving Party shall return or destroy all copies of Confidential Information provided by the Disclosing Party.

**7. Governing Law**

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

**Signatures:**

Disclosing Party:

\_\_\_\_\_  
(Name and Title)

Receiving Party:

\_\_\_\_\_  
(Name and Title)