

# Confidentiality Agreement

**Date:** [Insert Date]

**Parties:** [Your Company Name] ("Disclosing Party") and [Receiving Party Name] ("Receiving Party")

This Confidentiality Agreement ("Agreement") is entered into for the purpose of protecting confidential information exchanged during discussions regarding [Describe Project or Purpose].

## 1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" shall include all written, electronic, or oral information disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, technical data, and project details.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose any Confidential Information to any third parties without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of evaluating the project.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no wrongful act of the Receiving Party.
- Is received from a third party without breach of any obligation of confidentiality.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## 4. Term

This Agreement shall commence on the date first above written and shall continue in effect for a period of [Insert Duration] unless terminated by either party with [Insert Notice Period] written notice.

## 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date first above written.

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[Your Company Name] (Disclosing Party)

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[Receiving Party Name] (Receiving Party)