

# Confidentiality Agreement Terms

Dear [Vendor Name],

This Confidentiality Agreement ("Agreement") is made effective as of [Date] by and between [Your Company Name], located at [Your Address] ("Disclosing Party") and [Vendor Name], located at [Vendor Address] ("Receiving Party").

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes all information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or electronic form, that is marked as confidential or which, under the circumstances, should be treated as confidential.

## 2. Obligations of the Receiving Party

The Receiving Party agrees to:

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

## 3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party.
- Is disclosed to the Receiving Party by a third party legally entitled to make such disclosure.
- Is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information.

## 4. Term

This Agreement shall commence on the effective date and shall continue for a period of [duration] unless terminated by either party.

## 5. Governing Law

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

Please sign below to acknowledge your acceptance of these terms:

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[Your Name]  
[Your Position]  
[Your Company Name]

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[Vendor Representative Name]  
[Vendor Position]  
[Vendor Name]

Date: [Date]