

Confidentiality Agreement

Date: _____

Parties:

Disclosing Party: _____

Receiving Party: _____

This Confidentiality Agreement (the "Agreement") is entered into by and between the above-mentioned parties for the purpose of protecting the confidential information related to intellectual property.

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information disclosed by the Disclosing Party that is identified as confidential.

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 party without prior written consent from the Disclosing Party.
- Use the Confidential Information only for the purpose of evaluating a potential or existing business relationship.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement.
- Is rightfully received from a third party without a duty of confidentiality.
- Is independently developed by the Receiving Party.

4. Term

This Agreement shall remain in effect for a period of _____ years from the date of signing.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____.

6. Signatures

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

Disclosing Party: _____ Signature: _____

Receiving Party: _____ Signature: _____