

Vendor Confidentiality Agreement

Date: [Insert Date]

To: [Vendor Name]

Address: [Vendor Address]

Dear [Vendor Contact Name],

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

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include any data or information that is proprietary to the Disclosing Party and not generally known to the public.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information;
- Not disclose Confidential Information to any third party without prior written consent;
- Use Confidential Information solely for the purpose of [Insert Purpose].

3. Exclusions from Confidential Information

Confidential Information does not include information that:

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

4. Term

This Agreement shall commence on the effective date and continue for a period of [Insert Time Period].

5. Governing Law

This Agreement shall be governed by the laws of [Insert Jurisdiction].

Please sign below to indicate your acceptance of this Confidentiality Agreement:

[Your Name]
[Your Title]
[Your Company Name]

[Vendor Contact Name]
[Vendor Title]
[Vendor Name]

Thank you for your commitment to maintaining the confidentiality of our shared information.

Sincerely,

[Your Name]
[Your Title]
[Your Company Name]