Confidentiality Clause

This Confidentiality Clause ("Clause") is entered into as of [Date], by and between [Party Name], located at [Address] ("Disclosing Party"), and [Party Name], located at [Address] ("Receiving Party").

1. Definition of Confidential Information: For purposes of this Clause, "Confidential Information" shall include all information disclosed by the Disclosing Party to the Receiving Party, in oral, written, or electronic form, which is designated as confidential, or which ought to be considered confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of Receiving Party: The Receiving Party agrees to:

- (a) Maintain the confidentiality of the Confidential Information;
- (b) Not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party;
- (c) Use the Confidential Information solely for the purpose of [Specific Purpose].

3. Exclusions from Confidential Information: Confidential Information does not include information that:

- (a) is or becomes publicly known through no breach of this Clause;
- (b) is received from a third party without breach of any obligation of confidentiality;
- (c) is independently developed by the Receiving Party.

4. Term: This Clause shall commence on the date first written above and shall continue in effect for [Duration].

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

[Party Name] (Disclosing Party)

_____
Signature, [Name], [Title]
Date: _____

[Party Name] (Receiving Party)

_____
Signature, [Name], [Title]
Date: _____