

Confidentiality Agreement

Date: [Insert Date]

Parties: [Insert Party A Name] and [Insert Party B Name]

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all information, whether written or oral, disclosed by one party to the other, including but not limited to business plans, financial information, customer data, and proprietary technology.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Limit access to the Confidential Information to only those employees who need to know.
- Not disclose the Confidential Information to any third party without prior written consent from the Disclosing Party.

3. Exceptions

The obligations of confidentiality do not apply to 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 without use of the Confidential Information.

4. Term

This Agreement shall remain in effect for [insert duration] from the date of execution.

5. Governing Law

This Agreement shall be governed by the laws of [insert jurisdiction].

6. Signatures

Agreed and Accepted:

Party A: _____

Party B: _____