

Secrecy Agreement

Date: [Insert Date]

Parties:

[Insert Name of Disclosing Party] (the "Disclosing Party")

[Insert Name of Receiving Party] (the "Receiving Party")

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to, 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 the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purposes of [insert purpose].

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly available without 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 commence on the date first written above and shall continue for a period of [insert duration].

5. Miscellaneous

This Agreement shall be governed by the laws of [insert jurisdiction]. Any amendments to this Agreement must be made in writing and signed by both parties.

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

[Disclosing Party Name]

[Receiving Party Name]