

CONFIDENTIALITY AGREEMENT

Parties: _____

Disclosing Party Information:

Full Name: _____

Address: _____

Phone/Email: _____

Receiving Party Information:

Full Name: _____

Address: _____

Phone/Email: _____

1. Purpose

The Receiving Party understands that the Confidential Information disclosed by the Disclosing Party is provided solely for the purpose of evaluating or pursuing a potential business relationship, and agrees to maintain the confidentiality thereof under the terms set forth in this Agreement.

2. Definition of Confidential Information

Confidential Information means any and all technical and non-technical information disclosed by the Disclosing Party to the Receiving Party, including but not limited to patent, copyright, trade secret, proprietary information, know-how, inventions, processes, designs, drawings, engineering, marketing, or finance information, whether written, oral, or electronically transmitted.

3. Obligations of Receiving Party

The Receiving Party agrees to: (a) maintain all Confidential Information in strict confidence; (b) limit disclosure to employees, agents or third parties strictly on a need-to-know basis who are bound by confidentiality obligations; (c) not use Confidential Information for any purpose other than as authorized; (d) take all reasonable precautions to protect Confidential Information; and (e) not reproduce or reverse engineer any Confidential Information.

4. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) is rightfully received from a third party without restriction; (c) is independently developed without use of or reference to the Disclosing Party's Confidential Information; or (d) is disclosed pursuant to a valid court order or government requirement, provided the Disclosing Party is given prompt notice.

5. Term

This Agreement shall commence upon execution and continue in effect until the Confidential Information no longer qualifies as confidential or until terminated by either party upon thirty (30) days written notice, whichever occurs first.

Obligations with respect to Confidential Information disclosed during the term shall survive termination for a period of five (5) years.

6. Return or Destruction of Materials

Upon written request of the Disclosing Party or termination of this Agreement, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, or extracts thereof, and certify in writing such return or destruction.

7. No License or Ownership Rights

Nothing in this Agreement grants any license, title, or ownership rights to the Receiving Party in or to any Confidential Information or any intellectual property rights of the Disclosing Party.

8. Remedies

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, specific performance, and/or any other remedies available at law or equity, without the necessity of posting bond or proving actual damages.

9. No Warranty

All Confidential Information is provided "AS IS" without any warranty, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any amendments must be in writing and signed by both parties.

13. Counterparts and Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (e.g. PDF or facsimile) shall be binding.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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