

Confidentiality Clause

Confidentiality. Each party agrees to maintain the strictest confidence regarding all confidential business information disclosed by the other party, and shall not use or disclose such information to any third party without the prior written consent of the disclosing party, except as required by law. This obligation shall survive the termination of this agreement for a period of [Number] years. Information shall be considered confidential if it is marked as such or is otherwise reasonably identifiable as confidential or proprietary. This obligation does not apply to information that (i) is or becomes generally available to the public, other than as a result of a breach of this agreement; or (ii) is rightfully obtained from a third party without a confidentiality obligation. [Adapted from Examples 1, 2, & 3]