

**WHEREAS**, Disclosing Party possesses certain confidential and proprietary information that it desires to disclose to Receiving Party for the purpose of [Purpose of Disclosure, e.g., evaluating a potential business relationship, discussing a joint venture, etc.]; and

**WHEREAS**, Receiving Party is willing to receive such confidential information subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### **1. Definition of Confidential Information.**

"Confidential Information" means any and all information disclosed by Disclosing Party to Receiving Party, whether orally, in writing, electronically, or in any other form, that is designated as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, but is not limited to:

- Trade secrets, know-how, inventions (whether patentable or not), formulas, processes, designs, drawings, specifications, data, customer lists, marketing plans, financial information, business plans, and any other technical, commercial, or financial information.

### **2. Obligations of Receiving Party.**

Receiving Party agrees:

- To hold the Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of Disclosing Party.
- To use the Confidential Information solely for the Purpose of Disclosure.
- To protect the Confidential Information with the same degree of care that it uses to protect its own confidential information of similar nature, but in no event less than reasonable care.
- Not to reverse engineer, disassemble, or decompile any Confidential Information.

### **3. Exclusions from Confidentiality.**

The obligations of confidentiality under this Agreement shall not apply to any information that:

- Is or becomes publicly known through no wrongful act of Receiving Party.
- Was already known to Receiving Party prior to its disclosure by Disclosing Party, as evidenced by Receiving Party's written records.

- Is independently developed by Receiving Party without use of or reference to the Confidential Information.
- Is lawfully disclosed to Receiving Party by a third party without restriction on disclosure.
- Is required to be disclosed by law, regulation, or court order, provided that Receiving Party provides prompt written notice to Disclosing Party to allow Disclosing Party to seek a protective order or other appropriate remedy.

#### **4. Term and Termination.**

This Agreement shall commence on the Effective Date and shall continue for a period of [Number] years, unless terminated earlier by either party upon [Number] days written notice to the other party. The obligations of confidentiality under this Agreement shall survive termination for a period of [Number] years.

#### **5. Remedies.**

Receiving Party acknowledges that unauthorized disclosure or use of the Confidential Information would cause irreparable harm to Disclosing Party for which monetary damages would be inadequate. Accordingly, Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies to prevent any such unauthorized disclosure or use, in addition to any other remedies available at law or in equity.

#### **6. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

#### **7. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.