

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between [Party A], with a principal address at [Address A], and [Party B], with a principal address at [Address B]. [Party A] and [Party B] shall collectively be referred to as the "Parties."

1. Purpose of the Agreement:

The Parties hereby agree to enter into discussions and share certain confidential information regarding [Nature of the Discussions]. The purpose of this Agreement is to protect the confidentiality of such information.

2. Confidential Information:

For the purposes of this Agreement, "Confidential Information" shall include any non-public information, data, or materials disclosed by one Party to the other Party, whether orally, in writing, or by any other means, related to the discussions and the subject matter herein.

3. Obligations of Confidentiality:

Each Party agrees to keep the Confidential Information received from the other Party strictly confidential and not to disclose, reproduce, or use such information for any purpose other than the discussions contemplated under this Agreement.

4. Exceptions:

The obligations of confidentiality shall not apply to information that:

- a. Is or becomes publicly available through no fault of the receiving Party;
- b. Is already in the possession of the receiving Party without restriction on disclosure before receipt from the disclosing Party;
- c. Is independently developed by the receiving Party without reference to the Confidential Information received; or
- d. Is rightfully obtained by the receiving Party from a third party without restriction on disclosure.

5. Duration of Confidentiality:

The obligations of confidentiality under this Agreement shall continue for a period of [Specify Duration] years from the date of disclosure of the Confidential Information.

6. Return or Destruction of Information:

Upon the written request of the disclosing Party, or upon termination of discussions, the receiving Party shall promptly return or destroy all copies of the Confidential Information in its possession.

7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of Singapore, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement as of the Effective Date first above written.

Name: _____

Date: _____