

# Confidentiality Disclosure Agreement

This Confidentiality Disclosure Agreement ("Agreement") is entered into as of by and between ("Disclosing Party") and ("Receiving Party").

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Confidential Information also includes all information disclosed to Receiving Party that is marked or otherwise identified as confidential, or that a reasonable person would understand to be confidential.

## 2. Obligations of Receiving Party

1. Receiving Party shall restrict disclosure of Confidential Information to its employees, contractors, and third parties as necessary and only for the purpose described above.
2. Receiving Party shall take reasonable precautions to protect the confidentiality of Confidential Information.
3. Receiving Party shall not disclose, use, or permit the use of any Confidential Information without the prior written consent of Disclosing Party.

## 3. Exclusions

This Agreement imposes no obligation upon Receiving Party with respect to any information that:

- Was in the Receiving Party's possession before receipt from the Disclosing Party;
- Is or becomes a matter of public knowledge through no fault of the Receiving Party;
- Is rightfully received by Receiving Party from a third party without a duty of confidentiality;
- Is independently developed by Receiving Party without use of or reference to Confidential Information.

## 4. Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until , unless otherwise agreed in writing by the parties.

## 5. Return of Materials

All documents and other tangible materials containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of Disclosing Party and shall be promptly returned to Disclosing Party upon Disclosing Party's written request.

## 6. Miscellaneous

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

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Disclosing Party Signature

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Name & Title

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Date

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Receiving Party Signature

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Name & Title

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Date