

Confidential Information Handling Agreement

This Confidential Information Handling Agreement ("Agreement") is made and entered into as of the date of signature ("Effective Date") by and between:

Disclosing Party:

Receiving Party:

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, or in any other form.

2. Obligations

- The Receiving Party shall use the Confidential Information solely for the purpose of
- The Receiving Party shall not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- The Receiving Party shall take reasonable measures to protect the confidentiality of the information received.

3. Exclusions

The obligations herein shall not apply to information that:

1. Was in the public domain at the time of disclosure, or becomes publicly available through no fault of the Receiving Party;
2. Was lawfully obtained by the Receiving Party from a third party without breach of confidentiality obligations;
3. Is independently developed by the Receiving Party without reference to the Confidential Information;
4. Is required to be disclosed by law or governmental authority.

4. Return or Destruction

Upon termination of this Agreement, or upon request, the Receiving Party agrees to return or destroy all copies of Confidential Information in its possession.

5. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of years, unless terminated earlier by mutual written agreement.

6. Governing Law

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

7. Signatures

Disclosing Party:

Name:

Title:

Date:

Signature:

Receiving Party:

Name:

Title:

Date:

Signature: