

BUSINESS CONFIDENTIALITY AGREEMENT

Parties: _____

1. Definition of Confidential Information:

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, strategies, financial information, customer lists, pricing, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing plans, and software.

2. Obligations of Receiving Party:

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. The Receiving Party shall take all reasonable precautions to protect the confidentiality of the Confidential Information and shall immediately notify the Disclosing Party upon discovery of any unauthorized use or disclosure.

3. Exclusions from Confidential Information:

Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party; (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party; or (d) is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information.

4. Term:

The obligations of the Receiving Party under this Agreement shall continue for a period of five (5) years from the date of disclosure of the Confidential Information or until such time as all Confidential Information no longer qualifies as confidential under Section 3, whichever occurs first.

5. Return of Materials:

Upon the Disclosing Party's written request, the Receiving Party shall promptly return all documents and other tangible materials representing the Confidential Information and all copies thereof or shall certify in writing that all such materials have been destroyed.

6. No License or Ownership Rights:

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in any Confidential Information or any patents, copyrights, or other intellectual property rights of the Disclosing Party,

except for the limited purpose of evaluating or pursuing a business relationship between the parties.

7. No Warranty:

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of any Confidential Information.

8. Remedies:

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. The Disclosing Party shall therefore be entitled to seek injunctive relief, without the posting of a bond, in addition to any other remedies available at law or in equity.

9. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising hereunder.

10. Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.

11. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

12. No Waiver:

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

13. Assignment:

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that the Disclosing Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

14. Relationship of Parties:

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have the authority to bind or obligate the other in any manner without prior written consent.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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