

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**Date:** [Insert Date]

**Between:**

**Disclosing Party:** [Insert Name/Company Name]  
**Address:** [Insert Address]

**And:**

**Receiving Party:** [Insert Name/Company Name]  
**Address:** [Insert Address]

## 1. Purpose

The parties wish to explore a business relationship or transaction regarding [Insert Project Name/Description]. In connection with this, the Disclosing Party may provide proprietary information to the Receiving Party.

## 2. Definition of Confidential Information

"Confidential Information" includes all data, reports, records, specifications, business plans, or financial information disclosed by the Disclosing Party, whether orally or in writing.

## 3. Obligations of Receiving Party

The Receiving Party agrees:

- To keep all information strictly confidential.
- To use the information only for the Purpose stated above.
- To restrict access to employees or advisors who need to know the information for the Purpose and who are bound by similar confidentiality duties.

## 4. Exclusions

Confidential Information does not include information that is already public, was known by the Receiving Party prior to disclosure, or is required to be disclosed by law.

## 5. Term

This agreement shall remain in effect for [Insert Number] years from the date of disclosure.

## 6. Return of Materials

Upon written request, the Receiving Party shall return or destroy all physical or digital copies of the Confidential Information.

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**Signatures:**

**Disclosing Party:**

Signature: \_\_\_\_\_

Name/Title: [Insert Name/Title]

**Receiving Party:**

Signature: \_\_\_\_\_

Name/Title: [Insert Name/Title]