

**Date:** [Insert Date]

**Between:**

[Your Company Name/Your Name] ("Disclosing Party")

[Your Address]

[City, State, Zip Code]

**And:**

[Client Name/Recipient Name] ("Receiving Party")

[Client Address]

[City, State, Zip Code]

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## 1. Definition of Confidential Information

Confidential Information refers to any data or information relating to the Disclosing Party, whether business or personal, which is not generally known to the public and where the release of that Confidential Information could reasonably be expected to cause harm to the Disclosing Party.

## 2. Obligations of the Receiving Party

The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party shall not use the Confidential Information for any purpose other than the performance of services or the business relationship established between the parties.

## 3. Non-Disclosure

The Receiving Party shall not disclose, reveal, or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party.

## 4. Exclusions

Confidential Information does not include information that:

- Was in the public domain at the time it was disclosed.
- Becomes part of the public domain through no fault of the Receiving Party.
- Is required to be disclosed by law or court order.

## 5. Term

The obligations of this agreement shall survive for a period of [Insert Number, e.g., 2] years from the date of disclosure or until the Confidential Information no longer qualifies as a trade secret.

## **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Insert State/Country].

### **Signatures:**

\_\_\_\_\_  
**[Your Company Name/Your Name]**

Date:

\_\_\_\_\_  
**[Client Name/Recipient Name]**

Date: