

Business Partnership Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into on by and between:

- **Party A:** , located at
- **Party B:** , located at

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public information disclosed by either party to the other, whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

1. The Receiving Party agrees to maintain the confidentiality of the Confidential Information and not to disclose such information to any third party without the prior written consent of the Disclosing Party.
2. The Receiving Party shall take reasonable steps to protect the confidentiality of the Confidential Information.
3. Confidential Information shall be used solely for the purpose of evaluating or pursuing a business partnership between the parties.

3. Exclusions

The obligations herein shall not apply to information that (a) is or becomes publicly available, (b) is already in possession of the Receiving Party, (c) is rightfully received from a third party, or (d) is independently developed without use of Confidential Information.

4. Term

This Agreement shall remain in effect for a period of years from the date above.

5. Return of Information

Upon termination of discussions or at the request of the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information.

6. Miscellaneous

This Agreement shall be governed by the laws of . Any modifications must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Party A:

Signature:

Name:

Title:

Date:

Party B:

Signature:

Name:

Title:

Date: