

Confidentiality Provisions

The Parties hereby agree as follows:

- 1. **Definition of Confidential Information:** "Confidential Information" means any information, whether written or oral, disclosed by either party to the other, including but not limited to business strategies, financial data, technical information, client lists, and proprietary materials.
- 2. **Obligation of Confidentiality:** Each party agrees to maintain the confidentiality of the Confidential Information and to use it only for the purposes of fulfilling its obligations under this Agreement.
- 3. **Exclusions:** Confidential Information does not include information that is or becomes publicly known through no breach of this Agreement, is received from a third party without breach of any obligation, or is independently developed.
- 4. **Return or Destruction:** Upon termination of this Agreement, each party shall return or destroy all Confidential Information belonging to the other party.
- 5. **Duration:** The obligations under this section shall remain in effect for a period of five (5) years following disclosure.

Acknowledgement by Receiving Party:

Submit