

SIMPLE CONFIDENTIALITY AGREEMENT

Location: _____ Parties: _____

Disclosing Party Information:

Full Name or Entity: _____

Address: _____

Contact Info: _____

Receiving Party Information:

Full Name or Entity: _____

Address: _____

Contact Info: _____

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.

2. Obligations of Receiving Party

The Receiving Party shall: (a) maintain the confidentiality of the Confidential Information using at least the same degree of care as it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose Confidential Information to any third party without prior written consent of the Disclosing Party; and (c) use Confidential Information solely for the purpose of evaluating or pursuing a business relationship.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully obtained from a third party without restriction and without breach of any obligation to the Disclosing Party.

4. Term

This Agreement shall commence on the effective date of the last signature below and shall continue in effect for a period of two (2) years, or until terminated by either party with thirty (30) days written notice. The obligations with respect to any Confidential Information shall survive termination for a period of five (5) years.

5. Return or Destruction

Upon termination or written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify such return or destruction in writing.

6. No License or Ownership

Nothing in this Agreement shall be construed as granting any license or ownership rights to the Receiving Party under any patents, copyrights, trademarks, or other intellectual property rights of the Disclosing Party.

7. No Warranty

All Confidential Information is provided "AS IS". The Disclosing Party makes no warranties, express or implied,

regarding the accuracy or completeness of the Confidential Information.

8. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. The Disclosing Party shall be entitled to seek injunctive relief and 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 conflict of law principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any disputes arising out of this Agreement.

10. Entire Agreement

This Agreement contains the entire understanding of the parties relating to the subject matter herein and supersedes all prior agreements, understandings, or representations. Any amendments must be in writing and signed by both parties.

11. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Waiver

No failure or delay in exercising any right shall operate as a waiver of such right.

13. No Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Notices

All notices under this Agreement shall be in writing and deemed duly given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or email with confirmation of receipt to the addresses set forth above or as updated by notice.

16. Relationship of Parties

Nothing contained in this Agreement shall be deemed to create any partnership, joint venture, agency, or employment relationship between the parties.

17. Independent Legal Advice

Each party acknowledges that it has had the opportunity to seek independent legal advice before entering into this Agreement.

18. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

19. Headings

Headings are for reference only and shall not affect the interpretation of this Agreement.

20. Signatures

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the effective date indicated by their signatures below.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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