# Mutual Confidentiality Agreement

*This agreement outlines the terms and conditions under which both parties agree to maintain the confidentiality of certain proprietary and sensitive information shared between them.*

## 1. Parties

This Confidentiality Agreement ("Agreement") is entered into on {agreementDate} by and between:

* **{firstPartyName}**, located at {firstPartyAddress}
* **{secondPartyName}**, located at {secondPartyAddress}

## 2. Purpose

The parties wish to explore a potential business relationship or continue an existing one in connection with *{businessPurpose}* and, in connection with this relationship, each may disclose to the other certain confidential and proprietary information.

## 3. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information that the disclosing party provides to the receiving party, including but not limited to:

{#confidentialItems}

* {item}

{/confidentialItems}

## 4. Obligations of the Parties

1. Each party agrees to hold all Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information.
2. Each party shall not disclose any Confidential Information to any third party without the prior written consent of the disclosing party.
3. The Confidential Information shall not be copied, reproduced, or otherwise used for any purpose except as permitted in writing by the disclosing party.

## 5. Exclusions from Confidential Information

The obligations of confidentiality shall not apply to any information that:

{#exclusionReasons}

1. {reason}

{/exclusionReasons}

## 6. Term

This Agreement shall remain in effect for a period of **{confidentialityTerm}** years from the date of execution, unless terminated earlier by either party with {terminationNoticePeriod} days’ written notice.

## 7. Return of Materials

Upon request by the disclosing party, the receiving party shall return or destroy all documents and materials containing Confidential Information.

## 8. No License

No license, express or implied, in the Confidential Information is granted by this Agreement.

## 9. Remedies

Each party agrees that any violation of this Agreement may cause irreparable harm and that the injured party shall be entitled to seek injunctive relief in addition to other remedies available at law.

## 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of {governingLawState}.

## 11. Miscellaneous

1. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof.
2. Any amendments or modifications must be made in writing and signed by both parties.

## 12. Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Party Name** | **Representative** | **Title** | **Signature Date** |
| {#signatures}{partyName} | {representative} | {title} | {signatureDate}{/signatures} |