

Confidentiality Agreement for Third-Party Vendors

This Confidentiality Agreement ("Agreement") is entered into as of the date signed below by and between:

Company Name: _____

Address: _____

Vendor Name: _____

Address: _____

1. Definition of Confidential Information

"Confidential Information" refers to any data, material, or information disclosed by the Company to the Vendor, whether written, oral, or electronic, including but not limited to business operations, customer data, technical information, trade secrets, and financial information.

2. Obligations of the Vendor

The Vendor agrees to:

- Use the Confidential Information solely for the purpose of performing contracted services for the Company.
- Not disclose Confidential Information to any third party without prior written consent from the Company.
- Take all reasonable steps to protect and maintain the confidentiality of the information.
- Promptly notify the Company in the event of any actual or suspected unauthorized disclosure.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no wrongful act of the Vendor;
- Was in the Vendor's lawful possession prior to disclosure by the Company;
- Is independently developed by the Vendor without use of or reference to the Company's Confidential Information.

4. Term and Termination

This Agreement will remain in effect for a period of two (2) years from the date of signing or until otherwise terminated in writing by both parties. Obligations regarding the confidentiality of information disclosed during the term shall survive the termination of this Agreement.

5. Return or Destruction of Information

Upon termination of this Agreement or upon request, the Vendor will promptly return or destroy all Confidential Information and certify such destruction in writing, if requested by the Company.

6. Governing Law

This Agreement shall be governed by the laws of the State of _____.

Company Representative

Date

Vendor Representative

Date

Important Notes:

- Carefully review terms and ensure they match your specific business requirements.
- Seek legal advice for jurisdiction-specific modifications or if sensitive data is involved.
- Store signed agreements securely and monitor vendor compliance regularly.
- Clearly specify what constitutes Confidential Information to avoid ambiguity.