

# Confidential Disclosure Statement

Date:

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Disclosing Party:

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Receiving Party:

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Subject:

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## 1. Definition of Confidential Information

For the purpose of this Disclosure Statement, "Confidential Information" means any data, material, or information, oral or written, disclosed by the Disclosing Party to the Receiving Party, which is not generally available to the public and is designated as confidential.

## 2. Obligations of Receiving Party

The Receiving Party agrees to keep all Confidential Information strictly confidential and will not disclose it to any third party or use it for any purpose other than as permitted by written consent of the Disclosing Party.

## 3. Exclusions

The obligations stated herein do not apply to any information that:

- (a) is or becomes publicly known through no breach of this Statement,
- (b) is received from a third party without breach of any obligation of confidentiality,
- (c) is independently developed by the Receiving Party, or
- (d) is required to be disclosed by law or court order, given reasonable prior notice to the Disclosing Party.

## 4. Return or Destruction of Information

Upon request, the Receiving Party will promptly return or destroy all Confidential Information, including all copies thereof.

## 5. Term

This Statement and the obligations herein will remain in effect for a period of \_\_\_\_\_ years from the date of disclosure, unless otherwise agreed in writing by both parties.

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Disclosing Party's Signature

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Receiving Party's Signature

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Name & Title

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Date

## **Important Notes**

- This document is legally binding; review terms carefully before signing.
- Clearly identify the confidential information and parties involved.
- Customize duration and exclusions as appropriate for your circumstance.
- Seek legal counsel for specific needs or jurisdictional requirements.
- Both parties should receive a signed copy of the agreement.