# Confidentiality and Non-Disclosure Agreement

**This Agreement** is made and entered into by and between [Company Name], with its principal place of business at [Address] ("Company") and [Recipient Name] ("Recipient"), as of the effective date of [Date].

**WHEREAS**, Company possesses certain confidential information that it desires to protect from unauthorized disclosure; and

**WHEREAS**, Recipient desires to gain access to such confidential information solely for the purpose of [purpose of disclosure];

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**1. Confidential Information**

(a) For the purposes of this Agreement, "Confidential Information" shall mean any information disclosed by Company to Recipient, including, but not limited to, technical, business, financial, and other information, in written, oral, electronic, or other tangible or intangible form, 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.

(b) Confidential Information shall include, without limitation, trade secrets, inventions, developments, software, business plans, customer lists, marketing plans, financial information, and any other information disclosed by Company to Recipient.

**2. Non-Disclosure**

Recipient agrees that it will not disclose, reveal, or make use of any Confidential Information except as necessary to fulfill the purposes of this Agreement. Recipient shall take all reasonable measures to protect the confidentiality of the Confidential Information, including but not limited to restricting access to the Confidential Information to those employees, contractors, or agents with a need to know such information.

**3. Use of Information**

Recipient agrees to use the Confidential Information solely for the purpose of [purpose of disclosure] and not for any other purpose whatsoever without the prior written consent of Company.

**4. Return of Information**

Upon the written request of Company or upon termination of this Agreement, Recipient shall promptly return to Company all Confidential Information, including all copies, notes, and summaries thereof, or certify in writing the destruction thereof.

**5. Duration of Agreement**

This Agreement shall remain in effect for a period of [duration], unless terminated earlier by mutual agreement of the parties.

**6. Remedies**

Recipient acknowledges that unauthorized disclosure or use of the Confidential Information may cause irreparable harm to Company, for which monetary damages may be inadequate. In addition to any other remedies available at law or in equity, Company shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country] without regard to its conflict of law principles.

**8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Company Name] [Recipient Name]