

CONFIDENTIALITY AGREEMENT

Parties: _____

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, including but not limited to business, technical, financial, and product information, trade secrets, know-how, processes, designs, drawings, specifications, customer lists, pricing, marketing plans, and any other proprietary information.

2. Obligations of Receiving Party

The Receiving Party agrees to: (a) keep the Confidential Information confidential and not disclose it to any third party without prior written consent of the Disclosing Party; (b) use the Confidential Information solely to evaluate or perform a business relationship between the Parties; (c) take all reasonable precautions to protect the confidentiality of the Confidential Information, which shall be at least the same degree of care as the Receiving Party uses to protect its own confidential information; and (d) restrict disclosure of the Confidential Information to employees, agents, or consultants having a need to know and who are bound by confidentiality obligations no less restrictive than those contained herein.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (d) is disclosed with the prior written approval of the Disclosing Party.

4. Compelled Disclosure

If the Receiving Party is required by law, regulation, or valid legal process to disclose any Confidential Information, the Receiving Party shall provide prompt written notice to the Disclosing Party to enable it to seek a protective order or other appropriate remedy. To the extent disclosure is required and permitted, the Receiving Party shall disclose only that portion of the Confidential Information that is legally required to be disclosed and shall use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

5. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein. The Disclosing Party retains all right, title, and interest in and to its Confidential Information.

6. Term

This Agreement shall commence upon execution by both Parties and shall continue for a period of five (5) years from the date of last disclosure of Confidential Information, unless earlier terminated by mutual written agreement. The Receiving Party’s obligations with respect to any Confidential Information shall survive the expiration or termination of

this Agreement for a period of five (5) years.

7. Return or Destruction of Materials

Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, summaries, and extracts thereof, and certify in writing its compliance with this obligation, except to the extent that retention is required by applicable law or regulation.

8. Remedies

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity without the necessity of posting bond or proving actual damages.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia, without regard to its conflict of law principles. The Parties submit to the exclusive jurisdiction of the courts of Australia for any disputes arising under or in connection with this Agreement.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind. Any amendments or modifications must be in writing and signed by both Parties.

11. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted and the remaining provisions shall remain in full force and effect.

12. No Waiver

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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