

# Vendor Confidentiality Consent Form

This **Vendor Confidentiality Consent Form** is entered into by and between:

**Business Name:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## 1. Purpose

The purpose of this agreement is to ensure that confidential and proprietary information shared between the above parties remains protected and is not disclosed to any unauthorized individuals or entities.

## 2. Definition of Confidential Information

â€œConfidential Informationâ€ includes, but is not limited to, business plans, financial records, customer data, product designs, trade secrets, pricing, business strategies, and any other information marked or identified as confidential.

## 3. Obligations

- a. The Vendor agrees to use the Confidential Information solely for the purpose for which it was provided.
- b. The Vendor shall not disclose Confidential Information to any third party without prior written consent from the Business.
- c. Both parties agree to take all reasonable steps to protect and safeguard the Confidential Information.

## 4. Exclusions

This agreement does not apply to information that:

- Is or becomes publicly available through no fault of the recipient;
- Is rightfully received from a third party without duty of confidentiality;
- Is required to be disclosed by law or court order (with prior written notice to the disclosing party, if possible).

## 5. Duration

This confidentiality obligation remains in effect for a period of \_\_\_\_\_ years from the date of disclosure, or until such time as the information is no longer considered confidential by the disclosing party.

## 6. Return or Destruction of Information

Upon request of the disclosing party, the recipient will promptly return or destroy all copies of Confidential Information in their possession.

## 7. Governing Law

This agreement shall be governed by and construed according to the laws of the state/province of \_\_\_\_\_.

Business Authorized Representative Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Vendor Authorized Representative Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_