

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made effective as of [Date] by and between [Disclosing Party Name], located at [Disclosing Party Address], and [Receiving Party Name], located at [Receiving Party Address].

1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" shall include all information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or any other form, that is designated as confidential or that ought to be considered as confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of evaluating or engaging in a business partnership with the Disclosing Party.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party.
- Is received from a third party without breach of any obligation of confidentiality.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Term

This Agreement shall commence on the effective date and continue for a period of [Duration] unless earlier terminated by either party with [Number of Days] days written notice.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

6. Signatures

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

[Disclosing Party Name]

[Receiving Party Name]