

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between:

[Your Company Name] ("Disclosing Party")
Address: [Your Company Address]

and

[Client Name] ("Receiving Party")
Address: [Client Address]

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection, that is designated as confidential or that ought to be considered confidential under the circumstances.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Keep the Confidential Information strictly confidential;
- Not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party;
- Use the Confidential Information only for the purpose of [Client Engagement Purpose];

3. Exceptions

The obligations under this Agreement do not apply to information that:

- Is or becomes publicly known through no breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without access to the Confidential Information.

4. Term

This Agreement shall commence on the date first above written and shall continue for a period of [Duration] unless earlier terminated by either party with [Notice Period] notice.

5. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

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

[Your Company Name]
Authorized Signature: _____
Name: [Your Name]
Title: [Your Title]

[Client Name]
Authorized Signature: _____
Name: [Client Contact Name]
Title: [Client Title]