Non-Disclosure Agreement

Date: [Insert Date]

Parties:

[Disclosing Party Name]
[Address of Disclosing Party]

-and-

[Receiving Party Name]
[Address of Receiving Party]

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information disclosed, in any form, by the Disclosing Party to the Receiving Party related to its intellectual property, including but not limited to designs, inventions, and proprietary methods.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Keep the Confidential Information strictly confidential.
- Not disclose the Confidential Information to any third party.
- Use the Confidential Information solely for the purpose of [purpose of disclosure].

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 the use of or reference to the Disclosing Party's Confidential Information.

4. Term

This Agreement shall commence on the date above and continue for [insert duration], unless terminated in writing by either party.

5. Governing Law

This Agreement shall be governed by the laws of [insert governing law jurisdiction].

6. Signatures

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

_____
[Disclosing Party Name]
Title: _____

_____
[Receiving Party Name]
Title: _____