

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Date], by and between [Disclosing Party Name], having its principal place of business at [Disclosing Party Address] (the "Disclosing Party") and [Receiving Party Name], with an address at [Receiving Party Address] (the "Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or electronic form, related to the product development project.

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 parties without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of [specific purpose] related to the product development.

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 lawfully received from a third party without breach of an obligation of confidentiality.
- Is independently developed by the Receiving Party without reference to the Confidential Information.

4. Term

This Agreement shall commence on the date first written above and continue in effect until [end date or condition for termination].

5. Governing Law

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

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

[Disclosing Party Name]

By: _____

Name: [Name]

Title: [Title]

[Receiving Party Name]

By: _____

Name: [Name]

Title: [Title]