

Non-Disclosure Agreement

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

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably ought to be considered 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.
- Use the Confidential Information solely for the purpose of [Purpose of Disclosure].
- Not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

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

4. Term

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

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.

[Company Name] - Disclosing Party

By: [Authorized Signature]

Title: [Title]

Date: [Date]

[Partner Name] - Receiving Party

By: [Authorized Signature]

Title: [Title]

Date: [Date]