

# Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between [Party 1 Name], located at [Party 1 Address], and [Party 2 Name], located at [Party 2 Address] (collectively referred to as the "Parties").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that can reasonably be understood to be confidential.

## 2. Obligations of the Parties

The Parties agree to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose the Confidential Information to any third party without prior written consent.
- Use the Confidential Information solely for the purpose of [specific purpose].

## 3. Exclusions from Confidential Information

Confidential Information does not include 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.

## 4. Term

This Agreement shall commence on the date first written above and shall remain in effect for a period of [Number of Years] years.

## 5. Governing Law

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

## 6. Miscellaneous

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

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

[Party 1 Name] \_\_\_\_\_

[Title] \_\_\_\_\_

[Party 2 Name] \_\_\_\_\_

[Title] \_\_\_\_\_