

# Non-Disclosure Agreement

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

**[Disclosing Party's Name]**

Address: [Disclosing Party's Address]

and

**[Receiving Party's Name]**

Address: [Receiving Party's Address]

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information disclosed by the Disclosing Party to the Receiving Party, both written and oral, that is designated as confidential or that should be reasonably understood to be confidential.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Keep the Confidential Information in strict confidence.
- Not disclose any Confidential Information to any third parties without prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of [purpose].

## 3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement.
- Was in the Receiving Party's possession prior to disclosure by the Disclosing Party.
- 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 shall continue for a period of [duration], unless terminated by either party with [notice period] written notice.

## 5. Governing Law

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

## 6. Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements regarding the subject matter hereof.

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

**[Disclosing Party's Name]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**[Receiving Party's Name]**

By: \_\_\_\_\_

Title: \_\_\_\_\_