

# Non-Disclosure Agreement

Date: [Insert Date]

## **PARTIES:**

This Non-Disclosure Agreement (the "Agreement") is entered into by and between:

**Disclosing Party:** [Disclosing Party Name]

Address: [Disclosing Party Address]

**Receiving Party:** [Receiving Party Name]

Address: [Receiving Party Address]

## **1. Definition of Confidential Information**

"Confidential Information" refers to any data or information that is proprietary to the Disclosing Party and not generally known to the public, including but not limited to trade secrets, business plans, and financial information.

## **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 [insert purpose].
- Restrict access to the Confidential Information to employees or agents who need to know for the stated purpose.

## **3. Term**

This Agreement shall commence on the date first written above and shall continue in effect for a period of [insert duration], unless terminated by either party with [insert notice period] notice.

## **4. 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 without use of or reference to the Disclosing Party's Confidential Information.

## **5. Governing Law**

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

### **IN WITNESS WHEREOF**

The parties have executed this Non-Disclosure Agreement as of the date first above written.

**Disclosing Party:**

\_\_\_\_\_  
[Name and Title]

**Receiving Party:**

\_\_\_\_\_  
[Name and Title]