

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made as of [Date] by and between [Company Name], a [State] corporation ("Disclosing Party"), and [Director's Name] ("Receiving Party").

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party in connection with the Receiving Party's role as a Director.

2. 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 written, oral, or in any other form, that is marked or designated as confidential.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information;
- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- Use the Confidential Information only for the purpose of fulfilling their duties as a Director.

4. Term

This Agreement shall commence on the date first above written and shall continue in effect for [Number of Years] years, or until 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 the State of [State].

6. Signatures

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

Disclosing Party: [Company Name]

By: _____

Name: [Authorized Signatory]

Title: [Title]

Receiving Party: [Director's Name]

By: _____

Title: Corporate Director