

# Non-Disclosure Agreement

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

**Disclosing Party:** [Your Name/Company Name]

**Address:** [Your Address]

And

**Receiving Party:** [Freelancer's Name]

**Address:** [Freelancer's Address]

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all information disclosed by the Disclosing Party to the Receiving Party, in any form, which is designated as confidential or that reasonably should be understood to be confidential.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

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

## 3. Exclusions from Confidential Information

Confidential Information does not include information that:

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

## 4. Term

This Agreement shall commence on the Effective Date and continue indefinitely until the Confidential Information is no longer confidential.

## **5. Return of Materials**

Upon termination of this Agreement, the Receiving Party agrees to return all materials containing Confidential Information to the Disclosing Party.

## **6. Governing Law**

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

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

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[Your Name/Company Name]

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[Freelancer's Name]