

Non-Disclosure Agreement

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

[Disclosing Party Name]
[Disclosing Party Address]

and

[Receiving Party Name]
[Receiving Party Address]

1. 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 in written, oral, electronic, or any other form, that is designated as confidential or that could be reasonably understood to be confidential given the nature of the information and the circumstances of its disclosure.

2. Obligations of Receiving Party

1. The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to take all reasonable precautions to protect such confidentiality.
2. Confidential Information shall not be disclosed to any third parties without the prior written consent of the Disclosing Party.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

1. is or becomes publicly known through no breach of this Agreement;
2. is received from a third party without breach of any obligation of confidentiality;
3. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Term

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

5. Governing Law

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

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

[Disclosing Party Name]

[Receiving Party Name]