Non-Disclosure Agreement

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

[Service Provider's Name], a [State] [Type of Entity] with an address at [Address] ("Disclosing Party"),

and

[Recipient's Name], a [State] [Type of Entity/Individual] with an address at [Address] ("Receiving Party").

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, including but not limited to, business plans, strategies, customer lists, and proprietary technologies.

2. Obligations of Receiving Party

The Receiving Party agrees:

- To keep the Confidential Information confidential and not disclose it to any third parties.
- To use the Confidential Information solely for the purpose of [Purpose of Disclosure].
- To take all reasonable precautions to protect the confidentiality of the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement.
- Was known to the Receiving Party prior to disclosure.
- Is disclosed to the Receiving Party by a third party without breach of any obligation of confidentiality.

4. Term

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

5. Governing Law

This Agreement shall be governed 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.

_____

[Service Provider's Name]
Disclosing Party

_____

[Recipient's Name]
Receiving Party