

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Date] by and between [Your Company Name], located at [Your Company Address] (the "Disclosing Party"), and [Subcontractor Name], located at [Subcontractor Address] (the "Receiving Party").

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, business strategies, customer lists, pricing information, and trade secrets.

2. Obligations of Receiving Party

The Receiving Party agrees to: (a) keep confidential and not disclose the Confidential Information to any third party; (b) use the Confidential Information solely for the purpose of performing the subcontracted services; and (c) take all reasonable precautions to protect the confidentiality of the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) is received from a third party without breach of any obligation of confidentiality; or (c) is independently developed by the Receiving Party without use of the Confidential Information.

4. Term

This Agreement shall commence on the date first written above and shall continue in effect for [number of years] years unless terminated by either party upon [number of days] days written notice.

5. Governing Law

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

6. Signatures

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

[Your Company Name]

By: _____

Title: _____

Date: _____

[Subcontractor Name]

By: _____

Title: _____

Date: _____