

Non-Disclosure Agreement

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

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or electronic form, that is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep the Confidential Information confidential and not disclose it to any third party.
- Use the Confidential Information solely for the purpose of evaluating or engaging in a business relationship with the Disclosing Party.
- 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 public knowledge through no fault of the Receiving Party.
- Is lawfully received from a third party without restriction on disclosure.
- Is independently developed by the Receiving Party without breach of this Agreement.

4. Term

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

5. Governing Law

This Agreement shall be governed by the laws of the State of [State].

IN WITNESS WHEREOF

The parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

[Company Name]

By: _____

Name: _____

Title: _____

[Subcontractor Name]

By: _____

Name: _____

Title: _____