Non-Disclosure Agreement

Effective Date: [Date]

Parties:

- Disclosing Party: [Name/Company]
- Receiving Party: [Name/Company]

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include any data or information that is proprietary to the Disclosing Party and not generally known to the public.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- a. Maintain the confidentiality of the Confidential Information;
- b. Use the Confidential Information only for the purpose of [describe purpose];
- c. Restrict access to the Confidential Information to employees or agents who need to know.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- a. Is or becomes publicly known through no breach of this Agreement;
- b. Is already known to the Receiving Party prior to disclosure;
- c. Is independently developed by the Receiving Party.

4. Term

This Agreement shall commence on the Effective Date and continue for a period of [number] years.

5. Return of Materials

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

6. Governing Law

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

7. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:

_____ **Date:** _____

Receiving Party:

_____ **Date:** _____