

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made effective as of [Date], by and between [Party A Name], with a principal place of business at [Party A Address] ("Disclosing Party") and [Party B Name], with a principal place of business at [Party B 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, whether orally or in writing, that is marked or otherwise identified as confidential.

2. Obligations of Receiving Party

The Receiving Party agrees to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such 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 received from a third party without breach of any obligation of confidentiality;
- 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 for a period of [Number of Years] years.

5. Governing Law

This Agreement shall be governed by and construed in accordance with 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.

[Party A Name]

By: _____

Name: [Name]

Title: [Title]

[Party B Name]

By: _____

Name: [Name]

Title: [Title]