

# Non-Disclosure Agreement

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

[Disclosing Party Name], with a principal place of business at [Address] ("Disclosing Party") and [Receiving Party Name], with a principal place of business at [Address] ("Receiving Party").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include any and all information related to the Disclosing Party's intellectual property, including but not limited to patents, trademarks, trade secrets, and proprietary information.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose the Confidential Information to any third parties without prior written consent from the Disclosing Party.
- Use the Confidential Information solely for the purpose of [Specify Purpose].

## 3. Term

This Agreement shall commence on the date first written above and shall continue in effect for a period of [Specify Duration], unless terminated by either party with [Specify Notice Period] notice.

## 4. Return of Materials

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

## 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Specify Jurisdiction].

**IN WITNESS WHEREOF**

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

**Disclosing Party:**

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[Name, Title]

**Receiving Party:**

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[Name, Title]