

# Business Partner Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made as of [Date], by and between:

**Party A:** [Name of Company/Individual], located at [Address] ("Disclosing Party")

**Party B:** [Name of Company/Individual], located at [Address] ("Receiving Party")

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information that is disclosed, directly or indirectly, to the Receiving Party that is designated as confidential or that should reasonably be understood as confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Keep the Confidential Information confidential and not disclose it to any third parties.
- Use the Confidential Information solely for the purpose of evaluating a potential 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 publicly known through no breach of this Agreement;
- 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 in effect for [insert number] years.

## 5. Governing Law

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

## **IN WITNESS WHEREOF**

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

\_\_\_\_\_  
[Name of Company/Individual, Title] (Disclosing Party)

\_\_\_\_\_  
[Name of Company/Individual, Title] (Receiving Party)