

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the Effective Date by and between:

[Disclosing Party's Name], a company/individual registered under the laws of [Jurisdiction], having its principal place of business at [Address] (hereinafter referred to as the "Disclosing Party"); and

[Receiving Party's Name], a company/individual registered under the laws of [Jurisdiction], having its principal place of business at [Address] (hereinafter referred to as the "Receiving Party").

1. PURPOSE The Disclosing Party possesses certain confidential and proprietary information that it wishes to disclose to the Receiving Party for the purpose of [state purpose, e.g., "evaluating a potential business relationship"].

2. DEFINITION OF CONFIDENTIAL INFORMATION For the purposes of this Agreement, "Confidential Information" means all information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or electronic form, that is marked or designated as confidential or that, by its nature, should be reasonably understood to be confidential.

3. OBLIGATIONS OF THE RECEIVING PARTY The Receiving Party agrees: (a) To maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party. (b) To use the Confidential Information only for the agreed purpose stated in this Agreement. (c) To take reasonable steps to protect the confidentiality of the Confidential Information, at least as stringent as those taken to protect its own confidential information.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION Confidential Information does not include information that: (a) Is or becomes publicly available without breach of this Agreement; (b) Is lawfully received from a third party without confidentiality obligations; (c) Is independently developed by the Receiving Party without reference to the Confidential Information.

5. TERM AND TERMINATION This Agreement shall remain in effect for a period of [Insert Duration] from the Effective Date. The confidentiality obligations shall survive for [Insert Duration] after termination.

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6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION Upon termination of this Agreement or upon written request of the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information, including copies, notes, and extracts thereof.

7. NO LICENSE OR OWNERSHIP Nothing in this Agreement grants any license or rights to the Receiving Party in the Confidential Information.

8. REMEDIES The Disclosing Party shall have the right to seek injunctive relief and any other remedies available at law or in equity in case of a breach.

9. GOVERNING LAW AND DISPUTE RESOLUTION This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of this Agreement shall be resolved through [Arbitration/Courts] in [Jurisdiction].

10. GENERAL PROVISIONS (a) This Agreement constitutes the entire agreement between the parties regarding the subject matter. (b) No modification of this Agreement shall be valid unless made in writing and signed by both parties. (c) If any provision of this Agreement is held invalid, the remainder of the Agreement shall remain in effect.

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

Disclosing Party:

[Name]

[Title]

[Company Name]

[Signature]

[Date]

Receiving Party:

[Name]

[Title]

[Company Name]

[Signature]

[Date]