

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [DATE] by and between [Name of Disclosing Party], with a principal place of business at [Address] ("Disclosing Party"), and [Name of Receiving Party], with a principal place of business at [Address] ("Receiving Party").

WHEREAS, Disclosing Party possesses certain Confidential Information (as defined below) that it desires to disclose to Receiving Party for the purpose of [Purpose of Disclosure]; and

WHEREAS, Receiving Party desires to receive such Confidential Information from Disclosing Party and agrees to hold such Confidential Information in confidence as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information. "Confidential Information" means any and all information disclosed by Disclosing Party to Receiving Party, whether orally, in writing, electronically, or by any other means, that is designated as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, but is not limited to, the following:

[List specific examples of confidential information]

2. Non-Use and Non-Disclosure. Receiving Party agrees:

(a) not to use the Confidential Information for any purpose other than [Purpose of Disclosure]; and

(b) not to disclose the Confidential Information to any third party without the prior written consent of Disclosing Party.

3. Exceptions. The obligations of confidentiality under this Agreement shall not apply to information that:

(a) is or becomes publicly known through no wrongful act of Receiving Party;

(b) was rightfully in Receiving Party's possession prior to disclosure by Disclosing Party;

(c) was rightfully disclosed to Receiving Party by a third party without any obligation of confidentiality; or

(d) was independently developed by Receiving Party without use of the Confidential Information.

4. Return of Confidential Information. Upon Disclosing Party's written request, Receiving Party shall promptly return all Confidential Information to Disclosing Party or destroy all Confidential Information and certify in writing to Disclosing Party that such destruction has been completed.

5. Term. This Agreement shall remain in effect for a period of [Number] [Years/Months] from the date hereof.

6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

(b) This Agreement may be amended only by a writing signed by both parties.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Signature] [Name of Disclosing Party]

[Signature] [Name of Receiving Party]