

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into as of Monday, 21 April 2025, by and between [Business Name], with its principal place of business at [Business Address] ("Disclosing Party"), and [Constructor Name], with its principal place of business at [Constructor Address] ("Receiving Party").

1. Purpose

The parties wish to engage in discussions regarding [Description of Purpose], and in connection with such discussions, the Disclosing Party may disclose certain confidential information to the Receiving Party.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential under the circumstances. Confidential Information includes, but is not limited to, [Examples of Confidential Information].

3. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the Confidential Information in strict confidence.
- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose described in Section 1.
- Return or destroy all Confidential Information upon the request of the Disclosing Party.

4. Exclusions

The obligations of the Receiving Party under this Agreement shall not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party.
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information.
- Is required to be disclosed by law or court order.

5. Term

This Agreement shall remain in effect for [Number] years from the date hereof.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

7. Governing Law

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

Signatures

Disclosing Party:

[Business Name]

By: _____

Name: [Name of Signatory]

Title: [Title of Signatory]

Date: _____

Receiving Party:

[Constructor Name]

By: _____

Name: [Name of Signatory]

Title: [Title of Signatory]

Date: _____