

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into as of [Date] by and between [Disclosing Party Name], having its principal place of business at [Address] ("Disclosing Party"), and [Receiving Party Name], having its principal place of business at [Address] ("Receiving Party").

1. Confidential Information: For the purposes of this Agreement, "Confidential Information" means all non-public information, proprietary data, trade secrets, or other information disclosed by the Disclosing Party to the Receiving Party, whether written, oral, or electronic.

2. Obligations of Receiving Party:

a. The Receiving Party shall maintain the confidentiality of the Confidential Information using the same degree of care it uses to protect its own confidential information but no less than a reasonable degree of care.

b. The Receiving Party agrees not to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

3. Exclusions from Confidential Information:

a. Information that is publicly available at the time of disclosure.

b. Information that becomes publicly available through no fault of the Receiving Party.

c. Information independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

4. Term and Termination: This Agreement shall remain in effect for a period of two (2) years from the date of execution unless terminated earlier by written agreement of both parties.

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

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

[Disclosing Party Signature]

[Receiving Party Signature]

[Name and Title]

[Name and Title]