

NON-DISCLOSURE AGREEMENT

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

1. **CONFIDENTIAL INFORMATION:** The Parties anticipate that in the course of their relationship, the Disclosing Party may disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party. Confidential Information may include, but is not limited to, trade secrets, business plans, financial data, customer information, product specifications, and any other information designated as confidential by the Disclosing Party.
2. **The RECEIVING PARTY agrees to:**
 - Keep all Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.
 - Use the Confidential Information solely for the purpose for which it was disclosed and not for any other purpose without the Disclosing Party's express written consent.
 - Take reasonable measures to prevent unauthorized disclosure or use of the Confidential Information.
3. **SCOPE:** This Agreement includes all Confidential Information disclosed by the Disclosing Party to the Receiving Party, as defined in Section 1. The Receiving Party acknowledges that the obligation of confidentiality extends to any and all forms of the Confidential Information.
4. **DURATION:** The obligations of confidentiality under this Agreement shall commence on the Effective Date and continue for a period of [insert duration] years from the date of disclosure of each specific piece of Confidential Information or until earlier terminated in writing by the Disclosing Party.
5. **RETURN OF INFORMATION:** Upon the Disclosing Party's written request or the termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information in its possession or control.
6. **EXCLUSIONS:** The obligations of confidentiality under this Agreement do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Is already known to the Receiving Party at the time of disclosure and is not subject to another confidentiality agreement.

7. **REMEDIES:** Any unauthorized disclosure or use of Confidential Information in breach of this Agreement may result in irreparable harm to the Disclosing Party. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:

[Name of Disclosing Party]

[Signature]

[Date]

Receiving Party:

[Name of Receiving Party]

[Signature]

[Date]