**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between:

**Disclosing Party:**
 [Disclosing Party Name]
 [Address]
 ("Disclosing Party")

and

**Receiving Party:**
 [Receiving Party Name]
 [Address]
 ("Receiving Party")

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## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any data, materials, or information disclosed by Disclosing Party to Receiving Party, whether in written, oral, electronic, or other form, that is designated as confidential or that reasonably should be understood to be confidential.

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## 2. Obligations of Receiving Party

Receiving Party agrees to:
 a) Maintain all Confidential Information in strict confidence;
 b) Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
 c) Use the Confidential Information solely for the purpose of [Purpose of Disclosure].

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## 3. Exclusions

Confidential Information does not include information that:
 a) Is or becomes publicly known without breach of this Agreement;
 b) Was lawfully known to Receiving Party before disclosure;
 c) Is rightfully received by Receiving Party from a third party without restriction;
 d) Is independently developed by Receiving Party without reference to Confidential Information.

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## 4. Term

This Agreement shall remain in effect for [2/3] years from the Effective Date.

## 5. Return or Destruction

Upon Disclosing Party's request, Receiving Party shall promptly return or destroy all copies of Confidential Information.

## 6. No License

Nothing in this Agreement grants any rights in or to Confidential Information except as expressly set forth herein.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Applicable Jurisdiction].

## 8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements.

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

**Disclosing Party:**
Signature: _____
Name: _____
Title: _____
Date: _____

**Receiving Party:**

Signature: _____

Name: _____

Date: _____