

# Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into and made effective as of the date written below, by and between the Disclosing Party and the Receiving Party identified below. The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties."

## 1. Identification of the Parties

### Disclosing Party

Company / Individual Name:

Representative Name:

Address:

### Receiving Party

Company / Individual Name:

Representative Name:

Address:

## 2. Purpose of Disclosure

The Disclosing Party and Receiving Party wish to enter into discussions regarding a potential business relationship or transaction, described as:

In connection with this relationship, the Disclosing Party may disclose proprietary and confidential information to the Receiving Party.

## 3. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Information is disclosed orally, the Disclosing Party shall promptly provide a writing identifying such oral disclosure as Confidential Information.

## 4. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

## 5. Term of Agreement

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party releases Receiving Party from such obligation in writing, or for a duration of:

(e.g., 2 years, 5 years) from the effective date.

## 6. Execution and Signatures

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date written below.

### For the Disclosing Party:

Authorized Signature:

Printed Name:

Title:

Date:

**For the Receiving Party:**

Authorized Signature:

Printed Name:

Title:

Date: