

# NON-DISCLOSURE AGREEMENT

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This Non-Disclosure Agreement ("Agreement") is entered into as of

("Effective Date") by and between:

## DISCLOSING PARTY:

Name:

Address:

## RECEIVING PARTY:

Name:

Address:

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, disclosed directly or indirectly in writing, orally, or by inspection of tangible objects.

## 2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall hold and maintain the Confidential Information in strict confidence. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others any Confidential Information.

## 3. TIME PERIODS

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the 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 the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement.

## 4. RETURN OF MATERIALS

Upon termination of this Agreement, or upon the Disclosing Party's request, all Confidential Information and any copies shall be returned to the Disclosing Party or certified destroyed.

## 5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of:

## SIGNATURES

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**Disclosing Party:**

**Receiving Party:**

Name:

Name:

Date:

Date:

