

Business Partnership Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of (the "Effective Date") by and between:

Partner 1 Name/Entity:

Address:

Partner 2 Name/Entity:

Address:

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public, confidential or proprietary information disclosed by either party (the "Discloser") to the other party (the "Recipient"), whether oral, written or otherwise, including but not limited to business operations, strategies, plans, trade secrets, technology, financial information, and other sensitive information.

2. Obligations of Recipient

The Recipient agrees to use the Confidential Information solely for the purpose of evaluating or engaging in a potential or actual business partnership between the parties. The Recipient shall not disclose any Confidential Information to any third party without the prior written consent of the Discloser.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) is received from a third party without breach of any obligation of confidentiality; or (c) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

4. Term

This Agreement shall remain in effect for a period of years from the Effective Date.

5. Return of Materials

Upon request, the Recipient shall promptly return or destroy all copies of Confidential Information in its possession.

6. Governing Law

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

7. Signatures

Partner 1:

Name:

Title:

Date:

Partner 2:

Name:

Title:

Date: