

Vendor Non-Disclosure Agreement

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

by and between:

Disclosing Party:

Address:

Receiving Party (Vendor):

Address:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any non-public information, technical data, or know-how, including but not limited to that which relates to research, products, services, customers, suppliers, developments, inventions, processes, designs, drawings, marketing or finances, disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection.

2. Obligations of Receiving Party

- To maintain the confidentiality of the Confidential Information.
- Not to disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- To use the Confidential Information only for the purposes permitted by this Agreement.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party;
- Is in the Receiving Party's possession before receipt from the Disclosing Party;
- Is lawfully received from a third party without a duty of confidentiality;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

4. Term

This Agreement will commence on the Effective Date and continue for a period of

years, unless terminated earlier by either party with written notice.

5. Return of Materials

All documents and other tangible objects containing Confidential Information must be returned upon request by the Disclosing Party.

6. Governing Law

This Agreement shall be governed by the laws of

.

7. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior discussions and agreements.

Disclosing Party Signature

Name & Title

Date

Receiving Party (Vendor) Signature

Name & Title

Date