

Contractor Non-Disclosure Agreement

This Contractor Non-Disclosure Agreement ("Agreement") is made as of by and between:

Disclosing Party:

Address:

Contractor ("Receiving Party"):

Address:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information disclosed by Disclosing Party to Contractor, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is not generally known to the public.

2. Obligations of Contractor

Contractor shall not disclose any Confidential Information to third parties for five (5) years following the date of its disclosure, except as permitted by this Agreement. Contractor will take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information.

3. Exclusions

The obligations of this Agreement do not apply to information that: (a) is or becomes publicly known through no act or omission of Contractor; (b) was in Contractor's possession before receipt from Disclosing Party; (c) is received by Contractor from a third party without breach of this Agreement; or (d) is independently developed by Contractor.

4. Return of Materials

Any materials or documents containing Confidential Information shall be returned to the Disclosing Party upon request.

5. No License

Nothing in this Agreement is intended to grant any rights to the Contractor under any patent, copyright, or other intellectual property of the Disclosing Party.

6. Governing Law

This Agreement shall be governed by the laws of .

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

Disclosing Party Signature

Name & Title

Date

Contractor Signature

Name & Title

Date