**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is made effective as of {date\_of\_agreement} between the following parties:

**Disclosing Party:**
{Company\_Name\_of\_Disclosing\_Party}, with a mailing address of {Address\_of\_Disclosing\_Party} (“Company”).

**Receiving Party:**
{Employee\_Name}, with a mailing address of {Address\_of\_Receiving\_Party} (“Employee”).

The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information as defined below. The parties agree to maintain a confidential relationship regarding the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information**
"Confidential Information" for the purposes of this Agreement includes all information or material that has or could have commercial value or other utility in the business in which the Company is engaged.
2. **Obligations of the Receiving Party**
The Employee shall:
	* Hold and maintain the Confidential Information in strict confidence solely for the benefit of the Company.
	* Limit access to Confidential Information to other employees and third parties as is reasonably necessary, ensuring that such persons agree to confidentiality restrictions at least as protective as those outlined in this Agreement.
	* Not disclose any Confidential Information to any third party without the prior written consent of the Company.
3. **Duration of Confidentiality Obligation**
The obligation of the Employee to maintain the Confidential Information in confidence shall remain in effect until the Confidential Information no longer holds commercial value or until the Company issues a written notice terminating this Agreement, whichever occurs first.

**Signatures:**

**COMPANY**
Signature: [signature]
Printed Name: {Name\_of\_Company\_Representative}
Date: {Date\_of\_Company\_Signature}

**EMPLOYEE**
Signature: [signature]
Printed Name: {Name\_of\_Employee}
Date: {Date\_of\_Employee\_Signature}