

NON-DISCLOSURE AGREEMENT

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

Disclosing Party: [Insert Name of Company or Individual]

Receiving Party: [Insert Name of Company or Individual]

Collectively referred to as the "Parties".

1. Purpose

The Parties intend to engage in discussions regarding the development of [Insert Product Description, e.g., "a proprietary skincare formulation"] (the "Purpose"). In connection with these discussions, the Disclosing Party will disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes, but is not limited to:

- Formulas, formulations, recipes, ingredients, methods, and techniques related to the development of the product;
- Business plans, strategies, marketing and sales information;
- Any documents, materials, designs, or digital files containing proprietary information;
- Trade secrets, technical data, specifications, or processes related to the formulation and manufacturing of the product;
- Any information identified as confidential by the Disclosing Party at the time of disclosure.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential and use it solely for the Purpose described in this Agreement;
- Not disclose, publish, or disseminate the Confidential Information to any third parties without the prior written consent of the Disclosing Party;
- Take all reasonable precautions to protect the confidentiality of the Confidential Information, at least to the same extent as it protects its own confidential and proprietary information;
- Not use the Confidential Information for any purpose other than as outlined in this Agreement, including creating or producing a product similar to the Disclosing Party's formulation.

4. Ownership of Confidential Information

All Confidential Information shared under this Agreement remains the exclusive property of the Disclosing Party. The Receiving Party acknowledges that no rights or licenses are granted to use the Confidential Information except as expressly authorized under this Agreement.

5. Exclusions from Confidential Information

The obligations of confidentiality do not apply to information that:

- Was publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party;
- Was lawfully received from a third party without any obligation of confidentiality;
- Was independently developed by the Receiving Party without reference to or reliance on the Confidential Information;
- Is required to be disclosed by law or a court order, provided the Receiving Party promptly notifies the Disclosing Party to allow the opportunity to seek protective measures.

6. Term

This Agreement shall remain in effect for a period of [Insert Duration, e.g., "two (2) years"] from the date of disclosure of the Confidential Information. The confidentiality obligations hereunder shall survive for a period of [Insert Duration, e.g., "five (5) years"] after the termination or expiration of this Agreement.

7. Return of Materials

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party agrees to return or destroy all documents, materials, and other tangible items containing Confidential Information.

8. No License

Nothing in this Agreement grants the Receiving Party any rights to the Disclosing Party's intellectual property, including patents, trademarks, or copyrights, except as expressly stated herein.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction, e.g., "New Zealand"].

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the Confidential Information and supersedes all prior discussions, understandings, or agreements, whether oral or written, concerning the same.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first written above.

Disclosing Party:

Signature: _____

Name: [Insert Name]

Title: [Insert Title]

Date: _____

Receiving Party:

Signature: _____

Name: [Insert Name]

Title: [Insert Title]

Date: _____