

# Non-Disclosure Agreement (NDA)

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

**Party 1:** \_\_\_\_\_

(Company/Individual Name)

**Party 2:** \_\_\_\_\_

(Company/Individual Name)

Collectively referred to as "Parties" for the purpose of exploring and engaging in a product development partnership (the "Purpose").

## 1. Definition of Confidential Information

"Confidential Information" means any non-public information, technical data, trade secrets, know-how, business, and financial information, disclosed by either Party ("Disclosing Party") to the other ("Receiving Party"), whether orally, in writing, or by any other means, relating to the Purpose.

## 2. Obligations of Receiving Party

- Maintain confidentiality of the Confidential Information and not disclose it to any third party without prior written consent.
- Use the Confidential Information solely for the Purpose described above.
- Take reasonable steps to protect Confidential Information as they would their own.

## 3. Exclusions

Confidential Information does not include information that:

1. Is or becomes publicly available through no fault of the Receiving Party.
2. Is already known by the Receiving Party before disclosure by the Disclosing Party.
3. Is lawfully received from a third party without restriction.
4. Is independently developed by the Receiving Party without reference to the Confidential Information.

## 4. Term

This Agreement shall commence on the Effective Date and remain in effect for \_\_\_\_\_ years, or until terminated by mutual written agreement, except for obligations regarding Confidential Information which shall survive termination for a period of \_\_\_\_\_ years.

## 5. Return or Destruction of Confidential Information

Upon termination of this Agreement or upon the Disclosing Party's request, the Receiving Party shall return or destroy all materials containing Confidential Information.

## 6. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

## **7. Governing Law**

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

## **8. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior understandings. Any amendment must be in writing and signed by both Parties.

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Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Party 1

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Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Party 2