

# 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.

---

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

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

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

On behalf of Party 1

---

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

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

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

On behalf of Party 2