

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between:

- **Disclosing Party:** \_\_\_\_\_
- **Receiving Party:** \_\_\_\_\_

Collectively referred to as "the Parties."

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, confidential, or proprietary information, including but not limited to intellectual property, inventions, business plans, financial data, technical data, know-how, or trade secrets, disclosed in any form by the Disclosing Party to the Receiving Party.

## 2. Obligations of Receiving Party

1. To use the Confidential Information solely for the purpose of \_\_\_\_\_.
2. Not to disclose Confidential Information to any third party without prior written consent from the Disclosing Party.
3. To take all reasonable steps to protect the confidentiality of the Information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

## 4. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the effective date, unless superseded by a written agreement signed by both Parties.

## 5. Return of Information

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information and any materials derived therefrom.

## 6. Governing Law

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

## 7. Miscellaneous

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

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Disclosing Party

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

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Receiving Party

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