

Confidentiality Agreement (NDA)

This Confidentiality Agreement ("Agreement") is made and entered into as of ("Effective Date"), by and between ("Disclosing Party") and ("Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information or material which is proprietary to the Disclosing Party, whether or not owned or developed by the Disclosing Party, which is not generally known other than by the Disclosing Party, and which the Receiving Party may obtain through any direct or indirect contact with the Disclosing Party.

2. Obligations of Receiving Party

- Receiving Party shall hold and maintain the Confidential Information in strictest confidence.
- Shall not disclose, publish, or disseminate any Confidential Information to any third party.
- Shall not use Confidential Information for any purpose except to evaluate or pursue a business relationship with Disclosing Party.

3. Exclusions

Confidential Information does not include information that:

1. Is or becomes public knowledge through no fault of Receiving Party;
2. Is in the possession of Receiving Party without restriction as to disclosure before receiving from Disclosing Party;
3. Is independently developed by Receiving Party;
4. Is rightfully obtained by Receiving Party from a third party without breach of any obligation to Disclosing Party.

4. Term

The obligations of this Agreement shall survive for a period of years from the Effective Date.

5. Return of Materials

Any materials or documents that have been furnished by the Disclosing Party will be promptly returned by the Receiving Party, at the Disclosing Party's request.

6. Governing Law

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

7. Signatures

Disclosing Party:

Date:

Receiving Party:

Date:
