

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into by and between:

- **Disclosing Party:**
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- **Receiving Party:**
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Effective Date:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public.

2. Obligations of Receiving Party

- To keep all Confidential Information strictly confidential;
- Not to disclose Confidential Information to any third party;
- Not to use Confidential Information for any purpose other than for the performance of this Agreement.

3. Exclusions

The obligations do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is already known to the Receiving Party before disclosure;
- Is disclosed by a third party with the legal right to do so;
- Is independently developed by the Receiving Party.

4. Term

This Agreement shall begin on the Effective Date and remain in effect for a period of years from the Effective Date.

5. Return of Materials

All documents and materials containing Confidential Information shall be returned or destroyed upon request of the Disclosing Party.

6. Governing Law

This Agreement shall be governed by the laws of .

7. Signatures

Disclosing Party Signature

Name:

Date: _____

Receiving Party Signature

Name:

Date: