

Non-Disclosure Agreement (NDA) for Product Design

This Non-Disclosure Agreement ("Agreement") is entered into as of

Date

by and between

Disclosing Party

and

Receiving Party

1. Definition of Confidential Information

"Confidential Information" refers to any data or information, oral or written, disclosed in relation to the design, development, and concept of the Product, including but not limited to sketches, drawings, prototypes, plans, models, and trade secrets.

2. Obligations of Receiving Party

- To maintain the confidentiality of the disclosed information.
- Not to disclose any Confidential Information to third parties without prior written consent from the Disclosing Party.
- Not to use the Confidential Information for any purpose other than evaluating or working on the Product Design described herein.

3. Exclusions from Confidential Information

The obligations set forth in this Agreement shall not apply to any information that:

1. Is or becomes publicly available through no breach of this Agreement by the Receiving Party.
2. Is independently developed by the Receiving Party without reference to the Confidential Information.
3. Is received from a third party without restriction and without breach of this Agreement.

4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for

Duration (years/months)

from the date of disclosure.

5. Return of Materials

Upon the request of the Disclosing Party, all documents and other materials containing or representing Confidential Information shall be returned or destroyed.

6. Miscellaneous

- This Agreement constitutes the entire understanding between the parties concerning the subject matter herein.
- Any amendments must be made in writing and signed by both parties.
- This Agreement shall be governed by the laws of

Jurisdiction

Disclosing Party Signature

Name and Title

Receiving Party Signature

Name and Title