

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20____
("Effective Date") by and between:

Disclosing Party:

Name:

Address:

Receiving Party:

Name:

Address:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, in any form, that is designated as confidential or that reasonably should be understood to be confidential.

2. Obligations of Receiving Party

1. Maintain the confidentiality of the Confidential Information.
2. Not disclose Confidential Information to any third party without prior written consent.
3. Use the Confidential Information solely for the purpose of _____.

3. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Was in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- Is received by the Receiving Party 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 and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for _____ years from the Effective Date.

5. Return of Materials

Upon written request, the Receiving Party shall promptly return or destroy any Confidential Information and all copies thereof.

6. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of _____.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements. Modifications must be in writing and signed by both parties.

Disclosing Party Signature:

Date:

Receiving Party Signature:

Date: