

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of (the "Effective Date"), by and between ("Disclosing Party"), and ("Receiving Party"), collectively referred to as the "Parties."

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public 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 given the nature of the information and circumstances of disclosure.

2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information.
- Not disclose the Confidential Information to any third parties without prior written consent of the Disclosing Party.
- Not use any Confidential Information for any purpose except to evaluate or engage in a business relationship with the Disclosing Party.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes public knowledge through no breach of this Agreement; (b) is received from a third party without breach of any obligation of confidentiality; or (c) is independently developed by the Receiving Party without use of or reference to 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

Any materials or documents that have been furnished by the Disclosing Party must be promptly returned upon the Disclosing Party's written request.

6. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. Governing Law

This Agreement shall be governed by the laws of .

Disclosing Party:

Name:
Title:
Date:
Receiving Party:

Name:
Title:
Date: