

Non-Disclosure Agreement (NDA)

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

- **Disclosing Party:**
- **Receiving Party:**

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 and that the Receiving Party understands is proprietary.

2. Obligations of Receiving Party

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence.
2. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall use Confidential Information solely for the purpose of evaluating or completing freelance project work for the Disclosing Party.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- Is received from a third party without breach of any obligation of confidentiality.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- Is disclosed with the prior written approval of the Disclosing Party.

4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for a period of years from the date of disclosure.

5. Return of Materials

Upon the Disclosing Party's request, the Receiving Party shall return or destroy all materials containing Confidential Information.

6. Miscellaneous

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements. Any amendments or modifications must be made in writing.

Disclosing Party

Date:

Receiving Party

Date:
