

Vendor Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of (the "Effective Date"), by and between ("Vendor"), and ("Company"). Vendor and Company may be collectively referred to as the "Parties".

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Company to the Vendor (or to which Vendor may be exposed in providing services), that is not generally known to the public and that the Company regards as confidential.

2. Obligations of Vendor

- Vendor shall not disclose any Confidential Information to any third party without the prior written consent of Company.
- Vendor agrees to use Confidential Information solely for the purpose of performing services for Company.
- Vendor shall take reasonable measures to protect the confidentiality of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by Vendor;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by Vendor without use of or reference to Confidential Information; or
- Is disclosed pursuant to legal requirement or order, provided Vendor gives prompt notice to Company.

4. Term

This Agreement will commence on the Effective Date and continue for unless terminated earlier by either Party with written notice. Vendor's duties regarding confidentiality shall survive the expiration or termination of this Agreement for a period of .

5. Return of Materials

Upon termination of this Agreement or upon request of the Company, Vendor shall promptly return or destroy all materials containing Confidential Information.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

7. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.
- Any amendments must be in writing and signed by both Parties.
- If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

Vendor Name / Signature

Date:

Company Representative / Signature

Date: