

Non-Disclosure Memorandum of Understanding (MoU)

This Non-Disclosure Memorandum of Understanding ("MoU") is made and entered into as of by and between:

- **Party A:** , with its principal place of business at
- **Party B:** , with its principal place of business at

1. Purpose

The parties wish to explore a potential business relationship (the "Purpose") and in connection therewith may disclose to each other certain confidential or proprietary information.

2. Definition of Confidential Information

"Confidential Information" means any information, whether written, oral, or electronic, that is disclosed by either party to the other under this MoU and is designated as confidential or that reasonably should be understood to be confidential.

3. Obligations of the Parties

1. Each party agrees to use Confidential Information solely for the Purpose described above.
2. Each party shall restrict disclosure of the Confidential Information to its employees, agents, or representatives who need to know for such Purpose and shall not disclose it to any third party without the disclosing party's prior written consent.
3. Each party shall take reasonable measures to protect the confidentiality of the information.

4. Exclusions

Confidential Information does not include information that:

- a. Is or becomes publicly available through no breach of this MoU;
- b. Is received from a third party without breach of any obligation of confidentiality;
- c. Is independently developed without reference to the Confidential Information;
- d. Is required to be disclosed by law or governmental order.

5. Term

This MoU shall commence on the date first written above and remain in effect for a period of years, unless extended by mutual written agreement or earlier terminated by either party with written notice.

6. No License

Nothing in this MoU shall grant any rights, by license or otherwise, to use any Confidential Information except as expressly set forth herein.

7. Miscellaneous

1. This MoU constitutes the entire understanding between the parties regarding the subject matter hereof.
2. Any amendments must be in writing and signed by both parties.
3. This MoU shall be governed by the laws of .

Party A:

Date:

Party B:

Date: