

Non-Disclosure Agreement (NDA)

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

Disclosing Party:

Receiving Party:

Effective Date:

1. Definition of Confidential Information

"Confidential Information" refers to any data or information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is not generally known to the public and which the Receiving Party understands is proprietary.

2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information.
- Not disclose any Confidential Information to third parties.
- Not use any Confidential Information for any purpose except for the purposes set forth in this Agreement.

3. Exclusions

The obligations of the Receiving Party under this Agreement do not extend to information that:

- Is or becomes publicly known through no breach of this Agreement;
- Was in the Receiving Party's possession before receipt from the Disclosing Party;
- Is received by the Receiving Party from a third party without restriction;
- Is independently developed by the Receiving Party.

4. Term

This Agreement and Receiving Party's duty to hold the Confidential Information in confidence remain in effect until

5. Return of Materials

All documents and other tangible objects containing or representing Confidential Information and all copies thereof shall be and remain the property of the Disclosing Party and shall be promptly returned upon the Disclosing Party's written request.

6. Miscellaneous

- This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof.
- Any amendments or modifications must be in writing and signed by both parties.

Disclosing Party Signature

Name:

Date:

Receiving Party Signature

Name:

Date: