

# Strategic Partnership Non-Disclosure Contract

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between:

**Party A:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Party B:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## 1. Purpose

The parties desire to explore a potential strategic partnership and, in connection with this objective, may disclose certain confidential and proprietary information.

## 2. Definition of Confidential Information

"Confidential Information" shall include all written, electronic, or verbal information provided by one party to the other, including but not limited to: business plans, technical data, trade secrets, financial information, and any other non-public information, marked or otherwise identified as confidential.

## 3. Obligations

1. The Receiving Party shall maintain the confidentiality of the Confidential Information and exercise at least reasonable care in protecting it.
2. The Receiving Party shall not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
3. Confidential Information will only be used for the purpose of evaluating the strategic partnership.

## 4. Exclusions

Confidential Information shall not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Is received from a third party legally entitled to disclose it;
- Is independently developed by the Receiving Party without use of Confidential Information;
- Is required to be disclosed by law or court order, provided the Disclosing Party is given prompt notice.

## 5. Term

This Agreement shall commence on the Effective Date and remain in effect for two (2) years, or until terminated by either party with thirty (30) days written notice. The confidentiality obligations will survive for three (3) years from the date of disclosure.

## 6. Return of Materials

Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, whether in written, electronic, or other form.

## **7. No License**

Nothing in this Agreement shall be construed as granting any license or rights, by implication or otherwise, to use any Confidential Information except as expressly permitted herein.

## **8. Miscellaneous**

- This Agreement constitutes the entire agreement between the parties regarding its subject matter.
- If any provision is found invalid, the remaining provisions shall continue in full force and effect.
- This Agreement shall be governed by the laws of \_\_\_\_\_.

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Party A Representative

Date: \_\_\_\_\_

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Party B Representative

Date: \_\_\_\_\_