

# Non-Disclosure Agreement (NDA)

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

- **Disclosing Party:** \_\_\_\_\_
- **Receiving Party:** \_\_\_\_\_

## 1. Purpose

The parties wish to explore a potential business relationship regarding corporate projects ("Purpose") and, in connection with this, may disclose confidential information to each other.

## 2. Definition of Confidential Information

"Confidential Information" means any business, technical, or financial information disclosed by either party that is identified as confidential or should reasonably be understood to be confidential.

## 3. Obligations

The Receiving Party agrees to:

- Use Confidential Information solely for the Purpose.
- Not disclose Confidential Information to third parties without prior written consent.
- Take reasonable precautions to protect Confidential Information.

## 4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement,
- Is already known to the Receiving Party,
- Is obtained lawfully from a third party,
- Is independently developed without reference to the Confidential Information.

## 5. Term

This Agreement will remain in effect for a period of \_\_\_\_\_ years from the Effective Date or until terminated by mutual written agreement.

## 6. Return of Materials

Upon request, all Confidential Information will be returned or destroyed promptly.

## 7. No License

Nothing in this Agreement grants either party any rights to the other's intellectual property.

## 8. Governing Law

This Agreement shall be governed by the laws of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above.

\_\_\_\_\_  
Disclosing Party Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving Party Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date