

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