

Short-Form Non-Disclosure Agreement (NDA)

Date: _____

This Short-Form NDA is made and entered into by and between:

- **Party 1:** _____
- **Party 2:** _____

Each, a “**Party**” and together, the “**Parties**”.

1. Definition of Confidential Information

“**Confidential Information**” means any non-public information, technical data, or know-how disclosed by one Party to the other, either directly or indirectly, in writing, orally, or by inspection.

2. Obligations

- Recipient shall keep all Confidential Information strictly confidential.
- Recipient shall not disclose any Confidential Information to third parties.
- Recipient shall not use Confidential Information for any purpose except for partnership discussions.

3. Exclusions

Confidential Information does not include information that is:

- Already known by the recipient before disclosure;
- Publicly available through no fault of recipient;
- Rightfully received from a third party without duty of confidentiality;
- Independently developed without use of Confidential Information.

4. Term

Obligations under this NDA shall remain in effect for 2 (two) years from the date above.

5. Return of Materials

Upon request, recipient will return or destroy all Confidential Information.

6. No License

No license or rights under any intellectual property are granted by this NDA.

7. Governing Law

This NDA is governed by the laws of _____.

Signature (Party 1)

Printed Name, Title

Signature (Party 2)

Printed Name, Title