

# Simple Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of **[Date]** between **[Disclosing Party Name]** and **[Receiving Party Name]** ("the Parties").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any non-public information, in any form, disclosed by the Disclosing Party to the Receiving Party and marked as confidential or which should reasonably be understood as confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations

- The Receiving Party will keep all Confidential Information strictly confidential and will not disclose it to any third party without prior written consent from the Disclosing Party.
- The Receiving Party will use the Confidential Information only for evaluating or engaging in business discussions between the Parties.

## 3. Exclusions

- Confidential Information does not include information that is or becomes publicly available through no fault of the Receiving Party;
- was in the Receiving Party's possession prior to disclosure;
- is received from a third party without breach of any obligation;
- or is independently developed by the Receiving Party.

## 4. Term

This Agreement remains in effect for two (2) years from the date above, or until Confidential Information no longer qualifies as confidential under Section 3, whichever comes first.

## 5. Return or Destruction

Upon request, the Receiving Party will return or destroy all Confidential Information and certify such destruction.

## 6. No License

Nothing in this Agreement grants the Receiving Party any right under any patent, copyright, or other intellectual property right.

## 7. Governing Law

This Agreement shall be governed by the laws of **[Jurisdiction]**.

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Disclosing Party Signature

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Name & Title

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Date

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Receiving Party Signature

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Name & Title

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Date