

NON-DISCLOSURE AGREEMENT (NDA)

Parties: _____

1. Purpose

The Parties wish to explore a potential business relationship (the “Purpose”), during which certain confidential information may be shared. This Agreement sets the terms and conditions under which such information will be protected.

2. Definition of Confidential Information

“Confidential Information” means all non-public, proprietary, or confidential data and information disclosed by either Party to the other, whether orally, visually, in writing, or electronically, including but not limited to business plans, financial data, products, services, trade secrets, know-how, designs, drawings, software, inventions, and customer information.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the recipient without use of or reference to the discloser's Confidential Information; or (d) is required to be disclosed by law or court order.

4. Obligations of Receiving Party

The receiving Party shall: (a) maintain the confidentiality of the Confidential Information with at least the same degree of care it uses for its own confidential information but no less than reasonable care; (b) not disclose Confidential Information to any third party except as permitted herein; (c) use the Confidential Information solely for the Purpose; and (d) restrict access to Confidential Information to employees or agents who need to know and are bound by confidentiality obligations.

5. Term

This Agreement shall commence on the date of last signature and continue for a period of two (2) years, unless earlier terminated by either Party with thirty (30) days written notice. Obligations with respect to Confidential Information disclosed during the term shall survive termination for a period of five (5) years thereafter.

6. No License or Ownership

All Confidential Information remains the sole property of the disclosing Party. No license or other rights, express or implied, are granted hereby except as expressly set forth herein.

7. Return or Destruction of Materials

Upon written request or termination of this Agreement, the receiving Party shall promptly return or destroy all tangible

materials embodying Confidential Information, including copies, and certify such return or destruction in writing, except as required to maintain records for legal compliance.

8. No Warranty

All Confidential Information is provided "AS IS" without any warranty, express or implied, including but not limited to warranties of accuracy, completeness, or fitness for a particular purpose.

9. Remedies

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or equity.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties relating to its subject matter and supersedes all prior communications, negotiations, and agreements, whether oral or written. No amendment or waiver of any provision shall be effective unless in writing signed by both Parties.

12. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

13. No Waiver

No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or privilege.

14. Assignment

Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, except to a successor entity in connection with a merger or sale of substantially all assets.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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