

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into by and between:

\_\_\_\_\_, ("Disclosing Party"), and \_\_\_\_\_, ("Receiving Party").

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information, including but not limited to business plans, financial statements, customer lists, marketing strategies, product designs, trade secrets, and proprietary data, disclosed by the Disclosing Party to the Receiving Party.

## 2. Obligations of Receiving Party

The Receiving Party agrees to:

- a. Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party.
- b. Use the Confidential Information solely for the purpose of evaluating a potential business relationship with the Disclosing Party.
- c. Take all reasonable measures to protect the confidentiality of the Confidential Information, which measures shall be at least as stringent as those taken to protect its own confidential information.

## 3. Exclusions from Confidential Information

The obligations of the Receiving Party under this Agreement shall not apply to any Confidential Information that:

- a. Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- b. Is rightfully received by the Receiving Party from a third party without breach of any obligation of confidentiality;
- c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- d. Is disclosed with the prior written approval of the Disclosing Party.

## 4. Term and Termination

This Agreement shall commence on the date first written above and shall continue in effect until terminated by either party with thirty (30) days prior written notice. The obligations of confidentiality shall survive for a period of three (3) years following the termination of this Agreement.

## 5. Return of Materials

Upon termination of this Agreement or upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that all such materials have been returned or destroyed.

## 6. No License

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's patents, copyrights, or other intellectual property rights.

## 7. Remedies

The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party, and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of laws principles.

## 9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

## 10. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

## 11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the day and year first below written.

Disclosing Party:

Name:			
Signature:		Date:	

Receiving Party:

Name:			
Signature:		Date:	