

## Confidentiality Agreement (NDA)

This Confidentiality Agreement ("Agreement") is entered into on [Date], by and between:

1. [Your Name or Your Company's Name], with a business address at [Your Address] (hereinafter referred to as the "Disclosing Party").
2. [Recipient's Name or Recipient's Company's Name], with a business address at [Recipient's Address] (hereinafter referred to as the "Receiving Party").

WHEREAS, the Disclosing Party possesses confidential information that it wishes to protect from disclosure, and the Receiving Party desires access to such confidential information under the terms and conditions outlined below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Disclosing Party and the Receiving Party agree as follows:

### 1. Definition of Confidential Information:

"Confidential Information" shall mean any and all non-public information, whether oral, written, or in any other form, that is provided by the Disclosing Party to the Receiving Party, and is identified as confidential or should be reasonably understood to be confidential given the circumstances of disclosure.

### 2. Non-Disclosure:

The Receiving Party shall not, directly or indirectly, disclose, use, copy, or reproduce the Confidential Information for any purpose other than as necessary to fulfill the intended purpose of this Agreement.

### 3. Obligations:

The Receiving Party shall protect the Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable standard of care. The

Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

4. Permitted Disclosures:

The obligations of confidentiality under this Agreement shall not apply to information that (a) was already known to the Receiving Party before disclosure, (b) is or becomes publicly known through no fault of the Receiving Party, (c) is rightfully received from a third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

5. Term:

This Agreement shall remain in effect for a period of [Term], unless terminated by written agreement of the parties or in the event of a material breach of this Agreement.

6. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date first above written.

[Your Name or Your Company's Name]

[Recipient's Name or Recipient's Company's Name]

Signature:

Signature: