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Non-Disclosure Agreement (NDA)

Parties:

[Disclosing Party]: [Name of Disclosing Party]

[Receiving Party]: [Name of Receiving Party]

Effective Date: [Date]

**1. Purpose**

The purpose of this Non-Disclosure Agreement (NDA) is to protect and maintain the confidentiality of certain proprietary and confidential information disclosed between the Disclosing Party and the Receiving Party.

**2. Confidential Information**

2.1 Definition: "Confidential Information" refers to any non-public, proprietary, or confidential information, including but not limited to:

* Trade secrets
* Business plans and strategies
* Financial information
* Customer or client lists
* Product designs and specifications
* Software or technology
* Any other information designated as confidential by the Disclosing Party.

2.2 Obligations:

The Receiving Party agrees to:

* Maintain the confidentiality of the Confidential Information received from the Disclosing Party.
* Use the Confidential Information solely for the purpose agreed upon by both parties.
* Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law.
* Take all reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure.

**3. Exclusions**

The obligations set forth in this NDA shall not apply to information that:

* Was already in the Receiving Party's possession prior to its disclosure by the Disclosing Party.
* Becomes publicly known through no fault of the Receiving Party.
* Is lawfully obtained from a third party without breach of any confidentiality obligation.
* Is independently developed by the Receiving Party without reference to the Confidential Information.

**4. Term and Termination**

4.1 Term:

This NDA shall remain in effect for [duration or specific term], unless terminated earlier in accordance with this Agreement.

4.2 Termination:

Either party may terminate this NDA by providing written notice to the other party. Upon termination, the Receiving Party shall promptly return or destroy all Confidential Information received from the Disclosing Party.

**5. Governing Law and Jurisdiction**

This NDA shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

**6. Entire Agreement**

This NDA constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior discussions, understandings, or agreements, whether written or oral.

By signing below, the parties acknowledge that they have read and understood the terms of this Non-Disclosure Agreement and agree to be bound by its terms.

[Disclosing Party]

Name: [Name]

Signature: [Signature]

Date: [Date]

[Receiving Party]

Name: [Name]

Signature: [Signature]

Date: [Date]