

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2026, by and between:

Party A: \_\_\_\_\_ ("Disclosing Party")

Party B: \_\_\_\_\_ ("Receiving Party")

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information; and WHEREAS, the Receiving Party desires to receive and the Disclosing Party desires to disclose certain confidential information for the purpose of evaluating a potential business relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all non-public information, including but not limited to technical, business, financial, and other information disclosed by the Disclosing Party.

## 2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to hold all Confidential Information in strict confidence and not to disclose it to any third party without prior written consent of the Disclosing Party.

## 3. TERM

This Agreement shall remain in effect for a period of two (2) years from the date first written above.

## 4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

**DISCLOSING PARTY**

**RECEIVING PARTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature