

NON-DISCLOSURE AGREEMENT (NDA)

This Agreement is made and entered into as of _____ by and between _____, hereinafter referred to as the "Disclosing Party," and _____, hereinafter referred to as the "Receiving Party."

1. **Definition of Confidential Information:** For the purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, including but not limited to details of discovered vulnerabilities, security reports, technical and non-technical data, or know-how.
2. **Obligations of Receiving Party:** The Receiving Party agrees to limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. **Non-Use Agreement:** The Receiving Party agrees not to use the Confidential Information disclosed by the Disclosing Party for any purpose except for the purpose of evaluating and engaging in discussions concerning a potential business relationship between the parties.
4. **Term:** The confidentiality obligations of this Agreement shall remain in effect for a period of _____ from the date of disclosure of the Confidential Information or until the Disclosing Party sends the Receiving Party written notice releasing them from this Agreement, whichever occurs first.
5. **Return of Confidential Information:** Upon the request of the Disclosing Party, or upon the termination of the relationship between the parties, the Receiving Party shall return all copies of the Confidential Information to the Disclosing Party.
6. **No License:** Nothing contained herein shall be construed as granting or implying any transfer of rights to the Receiving Party in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
7. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Disclosing Party is currently located. The Receiving Party hereby irrevocably consents to the exclusive jurisdiction and venue of the courts in the jurisdiction of the Disclosing Party's location for all disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY,

RECEIVING PARTY,

Signed : _____

Name :

Title :

Date :

Signed : _____

Name :

Title :

Date :