

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on [DATE] by and between:  
Microsoft Corporation ("Disclosing Party")  
and

John Doe ("Receiving Party")

1. Purpose: The Receiving Party will be given access to confidential information related to a Microsoft product for the purpose of [SPECIFY PURPOSE].

2. Confidential Information: "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including but not limited to the Microsoft product details, specifications, designs, plans, and business strategies.

3. Obligations of Receiving Party:

a) The Receiving Party shall hold the Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party.

b) The Receiving Party shall use the Confidential Information solely for the Purpose stated above.

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

4. Exclusions: This Agreement does not apply to information that:

a) Was in the public domain at the time of disclosure.

b) Becomes public through no fault of the Receiving Party.

c) Was known to the Receiving Party prior to disclosure by the Disclosing Party.

d) Is independently developed by the Receiving Party without use of the Confidential Information.

5. Term: This Agreement shall remain in effect for a period of [SPECIFY DURATION] from the date of execution.

6. Return of Materials: Upon request by the Disclosing Party, the Receiving Party shall return all materials containing Confidential Information.

7. No Rights Granted: Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent, copyright, or other intellectual property right of the Disclosing Party.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [SPECIFY STATE/COUNTRY].

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

Microsoft Corporation

By: \_\_\_\_\_

Name:

Title:

John Doe

By: \_\_\_\_\_