NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of [DATE], by and between:

1. **Disclosing Party:** [Company Name], a corporation registered in [State/Country], with its principal place of business at [Address].

2. **Receiving Party:** [Company/Individual Name], located at [Address].

WHEREAS, the Disclosing Party possesses confidential and proprietary information relating to its business operations, trade secrets, and intellectual property (the "Confidential Information").

NOW, THEREFORE, the Parties agree as follows:

1. **Confidentiality Obligations:** The Receiving Party shall not disclose, distribute, or use the Confidential Information for any purpose other than evaluating potential business relations with the Disclosing Party.

2. **Term:** This Agreement shall remain in effect for a period of [X] years from the Effective Date.

3. **Exceptions:** The obligation of confidentiality does not apply to information that:

  - Was publicly available at the time of disclosure;

  - Becomes publicly available through no fault of the Receiving Party;

  - Is required to be disclosed by law.

4. **Governing Law:** This Agreement shall be governed by the laws of [State/Country].

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

[Signature]

[Name]

[Title]

[Company Name]