

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "**Agreement**") is entered into on [REDACTED] (the "**Effective Date**"), by and between [REDACTED], with an address of [REDACTED] (referred to as the "**Disclosing Party**"), and [REDACTED], with an address of [REDACTED] (referred to as the "**Receiving Party**"), collectively "the **Parties**."

[Purpose of Agreement]

1. The Receiving Party agrees not to disclose, copy, clone, or modify any confidential information related to the Disclosing Party and agrees not to use any such information without obtaining consent.
- 1.1. Both Parties agree that it is in their best interests to protect the Disclosing Party's confidential information, and that the terms of this Agreement create a bond of trust and confidentiality between them.
- 1.2. The Receiving Party agrees to return all confidential information to the Disclosing Party upon the termination of this Agreement.

[Confidential Information]

2. This section refers to any data and/or information that is related to the Disclosing Party, in any form, including, but not limited to, oral or written. Such confidential information includes, but is not limited to, any information related to the business or industry of the Disclosing Party, such as discoveries, processes, techniques, programs, knowledge bases, customer lists, potential customers, business partners, affiliated partners, leads, know-how, or any other services related to the Disclosing Party.

[Term of Confidentiality]

3. The Receiving Party agrees not to use or disclose confidential information for their personal benefit or the benefit of any other person, corporation, or entity other than the

Disclosing Party during the term of this Agreement which begins on the Effective Date, as stated above, and will continue until [END DATE], and any time thereafter.

[Governing Law]

4. This Contract shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without giving effect to its conflicts of law principles.

[Breach of Agreement]

5. The Receiving Party is bound by this Agreement to notify the Disclosing Party in the event of a breach of agreement involving the dissemination of confidential information, either by the Receiving Party or a third party, and will do everything possible to help the Disclosing Party regain possession of the confidential information.

The Parties agree to the terms and conditions of this Agreement set forth above as demonstrated by their signatures as follows:

[NAME OF DISCLOSING PARTY]

[SIGNATURE]

Date:

[SIGNATURE]

Date:

[NAME OF RECEIVING PARTY]