



## Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement is entered between **Verizon Communications** and **Customer** , collectively referred to as the "Parties" or individually as a "Party."

### 1.

**Purpose** The purpose of this Agreement is to establish a confidential relationship between the Parties and to prevent unauthorized disclosure of confidential information.

### 2.

**Definition of Confidential Information** For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to, any non-public information, trade secrets, proprietary information, or other materials disclosed by either Party, directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "Confidential."

### 3.

**Obligations of Receiving Party** The receiving Party agrees to:- (a) Maintain the confidentiality of the Confidential Information with at least the same degree of care as it would protect its own confidential information.- (b) Not disclose the Confidential Information to any third party without prior written consent of the disclosing Party.- (c) Use the Confidential Information solely for the purpose set forth in this Agreement and not for any unauthorized purposes.

### 4.

**Exclusions from Confidential Information** Confidential Information does not include information that:- (a) is or becomes publicly known through no breach of this Agreement;- (b) is obtained by the receiving Party from a third party with the lawful right to disclose such information;- (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

### 5.

**Term** The obligations under this Agreement shall continue indefinitely or until the Confidential Information ceases to qualify as confidential.

### 6.

**Return of Materials** Upon termination of this Agreement or upon request, the receiving Party shall promptly return all materials, in any form, containing Confidential Information, or certify in writing that all such materials have been destroyed.

### 7.

**Governing Law** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

### 8.

**Entire Agreement** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and negotiations, whether written or oral.

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



ACCEPT