

# NON-DISCLOSURE AGREEMENT (NDA)

For: Test Company Ltd

Date: April 30, 2025

## **\*\*NON-DISCLOSURE AGREEMENT (NDA)\*\***

**\*\*THIS NON-DISCLOSURE AGREEMENT ('Agreement')\*\*** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

**\*\*Disclosing Party:\*\***

Name: Test Company Ltd

Type of Entity: Limited Liability Company (LLC)

Industry: Technology

Address: [Insert Address]

('Disclosing Party')

**\*\*Receiving Party:\*\***

Name: [Insert Receiving Party Name]

Address: [Insert Receiving Party Address]

('Receiving Party')

## **\*\*BACKGROUND:\*\***

1. The Disclosing Party possesses certain confidential and proprietary information ('Confidential Information') that it wishes to disclose to the Receiving Party for the purpose of

[Insert Purpose of Disclosure].

**\*\*TERMS AND CONDITIONS:\*\***

1. **\*\*CONFIDENTIAL INFORMATION:\*\*** The term 'Confidential Information' shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or in any other form, that is identified as confidential at the time of disclosure.

2. **\*\*ENHANCED CONFIDENTIALITY:\*\*** The Receiving Party agrees to maintain the confidentiality of the Confidential Information using at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

3. **\*\*USE OF CONFIDENTIAL INFORMATION:\*\*** The Receiving Party agrees to use the Confidential Information solely for the purpose of [Insert Purpose of Disclosure] and not for any other purpose without the prior written consent of the Disclosing Party.

4. **\*\*PROTECTION OF INTELLECTUAL PROPERTY:\*\*** The Receiving Party acknowledges that all Confidential Information and any related intellectual property rights remain the property of the Disclosing Party.

5. **\*\*ARBITRATION PROVISION:\*\*** Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of the London Court of International Arbitration. The place of arbitration shall be London, UK.

6. **\*\*TERM:\*\*** This Agreement shall remain in effect for a period of [Insert Duration] from the date of this Agreement.

**\*\*SIGNATURES:\*\***

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

**\*\*Disclosing Party:\*\***

Name: Test Company Ltd

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Receiving Party:\*\***

Name: [Insert Receiving Party Name]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between them. This Agreement may not be amended except in writing signed by both Parties.