

Non-Disclosure Agreement (NDA)

1. Confidential Information

For the purposes of this Agreement, 'Confidential Information' shall include all information disclosed by either party to the other, whether orally or in writing, that is designated as confidential.

2. Obligations of Receiving Party

The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to use it only for the purposes authorized by the Disclosing Party.

3. Exclusions

Confidential Information does not include information that is (i) publicly known at the time of disclosure, (ii) becomes publicly known through no fault of the Receiving Party, (iii) is disclosed with the prior written approval of the Disclosing Party.

4. Term

This Agreement shall commence on the date signed and remain in effect for a period of two (2) years.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. Signatures

Disclosing Party: _____

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Receiving Party: _____

Date: _____