

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is executed as of the _____ day of _____ (hereinafter referred to as the "Effective Date"), by and between _____ (hereinafter referred to as the "Receiving Party"), residing at _____ and _____ (hereinafter referred to as the "Disclosing Party"), residing at _____, collectively referred to as the "Parties," who agree to be bound by the terms and conditions of this Agreement.

Purpose and Background

The Parties are entering into this Agreement with a mutual interest in exploring a potential business opportunity (hereinafter referred to as the "Opportunity"). To assess the viability of the Opportunity, it may be necessary for both Parties to disclose certain confidential information to each other.

1. Confidential Information

1.1 Definition

The term "Confidential Information" refers to any information disclosed by the Disclosing Party to the Receiving Party, whether in tangible or intangible form and regardless of the medium or format through which it is disclosed. The Confidential Information shall be considered confidential and proprietary to the Disclosing Party and shall not be known to the general public at the time of disclosure.

1.2 Exclusions

The Receiving Party agrees that the obligations set forth in this Agreement shall not apply to information that:

- a) Was already known to the Receiving Party before disclosure by the Disclosing Party.
- b) Becomes publicly available through no fault of the Receiving Party.

c) Is independently developed by the Receiving Party without reference to the Confidential Information.

d) Is lawfully obtained from a third party, not under any obligation of confidentiality.

2. Use of Confidential Information

2.1 Confidentiality Obligations

The Receiving Party acknowledges and agrees to treat all Confidential Information with the utmost confidentiality and to exercise the same degree of care and protection as it would with its own proprietary information.

2.2 Limited Disclosure

The Receiving Party may disclose the Confidential Information only to its employees, contractors, or agents who have a legitimate need to know such information to evaluate the Opportunity. The Receiving Party shall ensure that such individuals are bound by confidentiality obligations similar to those outlined in this Agreement.

3. Ownership and Title

Nothing in this Agreement shall be construed as granting or transferring any rights, title, or interest in the Confidential Information to the Receiving Party. The Disclosing Party shall retain all ownership and intellectual property rights in the Confidential Information.

4. Return of Confidential Information

Upon termination of this Agreement or at the Disclosing Party's request, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all tangible materials containing or representing the Confidential Information. This includes any copies, summaries, notes, or derivative works created based on the Confidential Information.

5. Term and Termination

5.1 Term

This Agreement shall remain in effect for a period of _____ months from the Effective Date unless terminated earlier by the provisions of this Agreement.

5.2 Termination

Either Party may terminate this Agreement at any time by providing written notice to the other Party.

6. Remedies

The Parties acknowledge that the unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party. In addition to any other available remedies, the harmed Party shall be entitled to seek injunctive relief to prevent any actual or threatened breach of this Agreement.

7. Relationship of the Parties

7.1 No Obligation to Pursue Opportunity

The Parties acknowledge that sharing Confidential Information does not create any binding obligation to pursue the Opportunity. Either Party may choose to discontinue discussions or negotiations related to the Opportunity at any time.

7.2 Non-Exclusivity

This Agreement does not establish an exclusive relationship between the Parties. The Parties are free to enter into similar agreements with other parties.

7.3 Independent Contractors

The Parties agree that they are independent contractors and nothing in this Agreement shall be construed to create a partnership, agency, or employer-employee relationship between them.

8. General

8.1 Amendments

Any modifications to this Agreement shall be made in writing and signed by both Parties.

8.2 Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior negotiations, discussions, or agreements, whether oral or written.

8.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

8.4 Waiver

No waiver of any provision or breach of this Agreement shall be deemed a waiver of any other provision or subsequent breach thereof.

9. Notices

9.1 Required Disclosures

If the Receiving Party is compelled by law to disclose any Confidential Information, it shall promptly notify the Disclosing Party within _____ business days.

9.2 Unauthorized Disclosure

In the event of any unauthorized disclosure or loss of Confidential Information, the Receiving Party shall notify the Disclosing Party within _____ hours and take all necessary steps to prevent further unauthorized use.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed by the laws of _____. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in _____.

The Parties hereby acknowledge that they have read this Agreement and understand its terms and intend to be legally bound by them.

Disclosing Party

Name: _____

Signature: _____

Date: _____

Receiving Party

Name: _____

Signature: _____

Date: _____

Please note that it is important to review and understand all the provisions and obligations outlined in this Agreement before signing. If there are any questions or concerns regarding the terms, it is advisable to seek legal advice or clarification. By signing above, the Parties acknowledge that they have read and comprehended the Agreement and agree to be bound by its terms and conditions.