# **NON-DISCLOSURE AGREEMENT**

## PARTIES

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

#### **CONFIDENTIAL INFORMATION**

- 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.
- "Confidential information" 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, knowhow, or any other services related to the Disclosing Party.

#### **RETURN OF CONFIDENTIAL INFORMATION**

- The Receiving Party agrees to return all the confidential information to the Disclosing Party upon the termination of this Agreement.

#### **OWNERSHIP**

- This Agreement is not transferable and may only be transferred by written consent provided by both Parties.

#### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of

#### SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

### DISCLOSING PARTY

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

## RECEIVING PARTY

| Name:      | Name:      |
|------------|------------|
| Signature: | Signature: |

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