

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made effective as of [Date] by and between:

[Disclosing Party Name], with a principal place of business at [Address] ("Disclosing Party")

and

[Receiving Party Name], with a principal place of business at [Address] ("Receiving Party").

## 1. Purpose

The purpose of this Agreement is to protect the confidential information shared during discussions and collaborations regarding hardware development.

## 2. Definition of Confidential Information

"Confidential Information" refers to any data or information that is proprietary to the Disclosing Party and not generally known to the public.

## 3. Obligations of Receiving Party

- The Receiving Party agrees to keep the Confidential Information confidential and not disclose it to any third party.
- The Receiving Party will use the Confidential Information solely for the purpose specified above.

## 4. Exclusions from Confidential Information

Confidential Information does not include information that:

- is or becomes public knowledge through no fault of the Receiving Party;
- is received from a third party without breach of any obligation of confidentiality;
- is independently developed by the Receiving Party.

## 5. Duration

This Agreement will commence on the date first written above and will continue for a period of [X] years, or until the Confidential Information no longer qualifies as confidential.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

## **7. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

---

[Disclosing Party Name]

---

[Receiving Party Name]