**Non-Disclosure Agreement (NDA)**

**1. Introduction**

This Non-Disclosure Agreement (the "Agreement") is entered into as of [date], ("Effective Date"), by and between [Disclosing Party], located at [address] ("Disclosing Party"), and [Receiving Party], located at [address] ("Receiving Party"), collectively referred to as the "Parties."

**2. Purpose**

The Parties desire to explore a potential business relationship (the "Purpose") whereby the Disclosing Party may disclose certain proprietary and confidential information to the Receiving Party.

**3. Definition of Confidential Information**

For the purposes of this Agreement, "Confidential Information" shall mean any and all non-public information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or by any other means, that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, trade secrets, business plans, financial information, customer lists, and technical data.

**4. Obligations of Receiving Party**

The Receiving Party agrees to:

* Use the Confidential Information solely for the Purpose.
* Safeguard the Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable degree of care.
* Not disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written consent of the Disclosing Party.
* Limit access to the Confidential Information to those of its employees, contractors, and advisors who have a need to know for the Purpose, and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

**5. Exclusions from Confidential Information**

The obligations set forth in this Agreement shall not apply to any information that:

* Is or becomes publicly known through no fault of the Receiving Party.
* Was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party.
* Is independently developed by the Receiving Party without reference to the Confidential Information.

**6. Term and Termination**

This Agreement shall become effective as of the Effective Date and shall continue in effect for a period of [insert duration], unless terminated earlier by either Party upon written notice. The obligations of confidentiality set forth herein shall survive termination of this Agreement for a period of [insert duration].

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

**8. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

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

[Disclosing Party]

By: [Authorized Signatory]

Name: [Printed Name]

Title: [Title]

Date: [Date]

[Receiving Party]

By: [Authorized Signatory]

Name: [Printed Name]

Title: [Title]

Date: [Date]