# NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into as of [Date], by and between:

Disclosing Party: [Name of Disclosing Party], located at [Address of Disclosing Party], and

Receiving Party: [Name of Receiving Party], located at [Address of Receiving Party].

Both parties may be referred to individually as a “Party” and collectively as the “Parties.”

## 1. PURPOSE

The purpose of this Agreement is to protect confidential and proprietary information that may be disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or other form, for the purpose of [state purpose, e.g., exploring a potential business relationship].

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, “Confidential Information” means any data, documents, materials, trade secrets, intellectual property, business plans, strategies, designs, financial information, or other information disclosed by the Disclosing Party that is not publicly available and that the Receiving Party understands to be confidential.

## 3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:
a) Is or becomes publicly available without breach of this Agreement;
b) Was known to the Receiving Party prior to disclosure;
c) Is received from a third party without restriction on disclosure; or
d) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

## 4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:
a) Maintain the confidentiality of the Confidential Information;
b) Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
c) Use the Confidential Information solely for the purpose stated in this Agreement; and
d) Take reasonable measures to protect the confidentiality of the Confidential Information.

## 5. TERM AND DURATION

This Agreement shall commence on the Effective Date and remain in effect for [insert number] years from that date. The obligation to maintain confidentiality shall continue for [insert number] years after termination of this Agreement.

## 6. RETURN OR DESTRUCTION OF MATERIALS

Upon termination of this Agreement or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and confirm such return or destruction in writing.

## 7. NO LICENSE OR OWNERSHIP

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to use the Confidential Information except as expressly stated herein.

## 8. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. The Disclosing Party shall therefore be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

## 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of laws principles.

## 10. ENTIRE AGREEMENT

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

## IN WITNESS WHEREOF

The Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Title:
Date:

Receiving Party:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Title:
Date: