

NON DISCLOSURE AGREEMENT FOR BUSINESS IDEA

Parties: _____

Disclosing Party:

Full Legal Name: _____

Address: _____

Receiving Party:

Full Legal Name: _____

Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, including but not limited to business plans, strategies, financial information, customer lists, products, designs, inventions, processes, formulas, technology, software, trade secrets, and other proprietary information, whether oral, written, electronic, or in any other form, disclosed to Receiving Party.

2. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of Receiving Party; (b) was in Receiving Party's possession prior to receipt from Disclosing Party without restriction; (c) is rightfully received by Receiving Party from a third party without restriction on disclosure; or (d) is independently developed by Receiving Party without use of or reference to Confidential Information.

3. Obligations of Receiving Party

Receiving Party agrees to: (a) maintain the confidentiality of the Confidential Information using at least the same degree of care as it uses to protect its own confidential information, but not less than reasonable care; (b) not disclose Confidential Information to any third parties except as permitted herein; (c) use Confidential Information solely to evaluate or engage in discussions concerning a potential business relationship or transaction with Disclosing Party.

4. Non-Disclosure and Non-Use

Receiving Party shall not disclose, publish, or disseminate Confidential Information to any third party without prior written consent of Disclosing Party. Receiving Party shall not use Confidential Information for any purpose other than as set forth in this Agreement. Receiving Party may disclose Confidential Information only to its employees, agents or representatives who have a legitimate need to know and who are bound by confidentiality obligations no less restrictive than those contained herein.

5. Term

The obligations of Receiving Party under this Agreement shall continue for a period of five (5) years following the date of disclosure of Confidential Information. Notwithstanding the foregoing, Receiving Party's duty to protect Confidential Information that constitutes a trade secret shall survive for as long as such information remains a trade secret under applicable law.

6. Return or Destruction of Materials

Upon Disclosing Party's written request, Receiving Party shall promptly return or destroy all materials, in any medium, containing or embodying Confidential Information, including all copies, notes, or extracts thereof, and certify in writing

that it has complied with this obligation.

7. No License or Ownership Rights

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information, or any patent, trademark, copyright, or other intellectual property right of Disclosing Party, except as expressly set forth herein.

8. No Obligation to Enter Transaction

Neither party is obligated under this Agreement to enter into any business transaction or other agreement. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

9. Remedies

Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm to Disclosing Party for which monetary damages may be inadequate. Therefore, Disclosing Party shall have the right to seek injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law or in equity.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of or relating to this Agreement.

11. Severability

If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect and such unenforceable provision shall be replaced by an enforceable provision that most closely reflects the parties' original intent.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, understandings, or communications relating thereto. No amendment or modification shall be binding unless in writing and signed by both parties.

13. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach. Failure to enforce any provision shall not constitute a waiver of that provision or any other provision.

14. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to a successor in interest by merger, acquisition, or sale of substantially all assets.

15. Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of the agreement.

16. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

17. No Conflicting Obligations

Each party represents that it is not under any pre-existing obligation inconsistent with the terms of this Agreement.

18. Relationship of Parties

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or employment relationship between the parties.

19. Notice

All notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, email with confirmation, or three days after deposit in the United States mail, postage prepaid, addressed to the receiving party at the address set forth above or such other address as either party may designate by notice.

20. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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