

NON-DISCLOSURE AGREEMENT (NDA)

Parties: _____

Disclosing Party Information:

Full Name or Entity: _____

Address: _____

Contact Information (Phone/Email): _____

Receiving Party Information:

Full Name or Entity: _____

Address: _____

Contact Information (Phone/Email): _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, graphic, electronic, or in any other form, including but not limited to business plans, designs, drawings, specifications, financial information, customer and supplier lists, trade secrets, technical data, and inventions.

2. Obligations of Receiving Party

The Receiving Party agrees to: (a) maintain the confidentiality of the Confidential Information with at least the same degree of care it uses to protect its own confidential information but in no event less than reasonable care; (b) not disclose any Confidential Information to any third parties except as permitted in this Agreement; (c) use the Confidential Information solely for the Purpose set forth herein; and (d) promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Term

The obligations of the Receiving Party under this Agreement shall continue for a period of five (5) years from the date of disclosure of the Confidential Information, unless otherwise agreed in writing.

5. Return or Destruction of Materials

Upon termination of this Agreement or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, summaries, and extracts thereof, and provide written certification of such return or destruction.

6. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to any Confidential Information except as expressly set forth herein. All Confidential Information shall remain the sole property of the Disclosing Party.

7. No Warranty

All Confidential Information is provided "AS IS" without any warranty, express or implied, as to its accuracy or completeness.

8. Remedies

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant injury to the Disclosing Party, which may be difficult to ascertain. Therefore, the Disclosing Party shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have at law or in equity.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____ (without regard to its conflict of laws 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.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. Any amendment or modification must be in writing and signed by both parties.

11. Severability

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

12. No Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

13. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

14. Counterparts

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

15. Notices

All notices or communications required or permitted under this Agreement shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or to such other address as a party may designate by notice.

16. Relationship of Parties

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

17. No Obligation to Disclose

Nothing in this Agreement obligates either party to disclose any Confidential Information or to proceed with any

proposed transaction or relationship.

18. Use of Name

Neither party shall use the name, trademarks, or logos of the other party without prior written consent.

19. Survival

The confidentiality obligations contained in this Agreement shall survive termination or expiration of this Agreement.

20. Signatures

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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