

# Non-Disclosure Agreement (NDA)

**Effective Date:** [Date]

**Between:**

**Disclosing Party:** [Disclosing Party Name], located at [Disclosing Party Address].

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

## 1. Purpose

The purpose of this Agreement is to protect the confidential and proprietary information disclosed by the Disclosing Party to the Receiving Party for the purpose of [state the purpose] (the "Purpose").

## 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, including but not limited to:

- Business plans and strategies
- Financial information
- Technical data
- Customer lists
- Trade secrets
- Any other information designated as confidential

## 3. Obligations of the Receiving Party

The Receiving Party agrees to:

- **a.** Use the Confidential Information solely for the Purpose.
- **b.** Keep the Confidential Information strictly confidential and not disclose it to any third parties without prior written consent from the Disclosing Party.
- **c.** Limit access to the Confidential Information to its employees or agents who need to know such information for the Purpose and who are bound by confidentiality obligations.

## 4. Exclusions

The obligations of confidentiality do not apply to information that:

- **a.** Is or becomes publicly available without breach of this Agreement.
- **b.** Was known to the Receiving Party prior to disclosure by the Disclosing Party.
- **c.** Is received by the Receiving Party from a third party without restriction.

- d. Is independently developed by the Receiving Party without reference to the Confidential Information.

## **5. Return of Materials**

Upon the Disclosing Party's request, the Receiving Party shall return or destroy all materials containing Confidential Information and certify in writing that all such materials have been returned or destroyed.

## **6. Term**

This Agreement and the obligations herein shall remain in effect for a period of [Number] years from the Effective Date, unless terminated in writing by both parties.

## **7. No License**

This Agreement does not grant the Receiving Party any rights to or interest in the Confidential Information, except for the limited right to use it for the Purpose.

## **8. Remedies**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, who shall be entitled to seek injunctive relief in addition to any other legal remedies.

## **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 law principles.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the Confidential Information and supersedes all prior agreements, whether written or oral.

## **11. Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

## **12. Severability**

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

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**Disclosing Party**

Signature: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: \_\_\_\_\_

**Receiving Party**

Signature: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: \_\_\_\_\_