

NON-DISCLOSURE AGREEMENT (NDA)

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

[Disclosing Party's Name], with an address at [Address] ("Disclosing Party"), and
[Receiving Party's Name], with an address at [Address] ("Receiving Party").

1. PURPOSE

The Disclosing Party possesses confidential and proprietary information that it wishes to share with the Receiving Party for the purpose of [Purpose of Disclosure] ("Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information disclosed by the Disclosing Party, whether in written, oral, electronic, or other form, including but not limited to business strategies, financial data, trade secrets, and other proprietary information.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party.
- Use the Confidential Information solely for the Purpose.
- Take reasonable measures to protect the Confidential Information from unauthorized disclosure.
- Limit access to the Confidential Information to only those employees or agents who need to know it for the Purpose and who are bound by similar confidentiality obligations.

4. EXCLUSIONS

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement.
- Is rightfully received from a third party without an obligation of confidentiality.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5. TERM AND TERMINATION

This Agreement remains in effect for [Duration, e.g., 2 years] from the date of disclosure.

The confidentiality obligations survive for [Duration, e.g., 5 years] after termination.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon termination, the Receiving Party must promptly return or destroy all Confidential Information, including copies, upon the Disclosing Party's request.

7. NO LICENSE

No rights or licenses to intellectual property are granted by this Agreement.

8. REMEDIES

Any breach of this Agreement may result in irreparable harm, entitling the Disclosing Party to injunctive relief and other legal remedies.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

10. GENERAL PROVISIONS

This Agreement constitutes the entire understanding between the parties and may only be modified in writing. If any provision is found unenforceable, the remaining provisions remain in full force.

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

Disclosing Party:

[Name]

[Signature]

[Date]

Receiving Party:

[Name]

[Signature]

[Date]