

NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** (the “**Agreement**”) is made and entered into on [date] (the “**Effective Date**”), by and between

PARTIES

PARTY A: [NAME OF PARTY A] with a mailing address of [ADDRESS A] located in the State of [STATE A] hereinafter known as (“**Party A**”) and

PARTY B: [NAME OF PARTY B] with a mailing address of [ADDRESS B] located in the State of [STATE B] hereinafter known as (“**Party B**”).

Party A is referred to as the “**Disclosing Party**” and Party B is referred to as the “**Receiving Party**”, Collectively, both parties are referred to as “**The Parties**”.

WHEREAS, Party A desires to disclose certain confidential information to Party B for the purpose of [DISCLOSURE REASON]; and

WHEREAS, The Disclosing Party wishes to protect the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

1. **Definition of Confidential Information.** The term “Confidential Information” shall mean any and all non-public information, whether oral, written, or in any other form, that is disclosed by the Disclosing Party to the Receiving Party, including, but not limited to technical, financial, strategic, marketing, or any other information which, if disclosed, would be detrimental to the Disclosing Party’s business or operations. In the context of this Agreement, the term "Disclosing Party" refers to the party (Whether Party A or Party B) that discloses confidential information, while the term "Receiving Party" refers to the party (Whether Party A or Party B) that receives the confidential information.

The following information is specifically identified as confidential information:

[DESCRIBE CONFIDENTIAL INFORMATION]

2. **Exclusions from Confidential Information.** This Agreement imposes no obligation with respect to Confidential Information that:

- (a) Is or becomes publicly available without breach of this Agreement;
- (b) Was in the Receiving Party's possession prior to disclosure by the disclosing Party and was not obtained by the receiving Party directly or indirectly from the Disclosing Party;
- (c) Is rightfully obtained by the receiving Party from a third party without any obligation of confidentiality; or
- (d) is independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party.

3. **Obligations of The Receiving Party.** The Recipient agrees to hold all Confidential Information in strict confidence and to use such information solely for the purpose outlined above in the recital section of this agreement. The Recipient agrees to take all reasonable steps to protect the Confidential Information from unauthorized use, access, or disclosure, including but not limited to the following:

- (a) Limiting access to the Confidential Information to those employees, agents, and representatives who have a need to know such information in connection with the purpose of the disclosure.
- (b) Ensuring that all employees, agents, and representatives who have access to the Confidential Information are informed of the confidential nature of the information and are bound by the terms of this Agreement.
- (c) Not disclosing any Confidential Information to any third party without the express written consent of the Disclosing Party.
- (d) Using reasonable measures to safeguard the Confidential Information, which shall be no less than the measures the Receiving Party uses to protect its own confidential information.
- (e) Return or destroy all Confidential Information upon written request of the other Party.

4. **Time Period.** The obligations and restrictions set forth in this agreement shall survive [INSERT TIME PERIOD].
5. **Remedies.** The Receiving Party acknowledges that the unauthorized use or disclosure of the other Party's Confidential Information may cause irreparable harm to the other Party. Accordingly, the Receiving agrees that the Disclosing Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement, without prejudice to any other rights or remedies available at law or in equity.
6. **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of [GOVERNING LAW STATE].
7. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral. This Agreement may not be modified or amended except in writing signed by both parties.
8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
9. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

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

SIGNATURES

Signature of PARTY A: _____ **Dated:** [DATE]

Printed name: [PARTY A]

Signature of PARTY B: _____ **Dated:** [DATE]

Printed name: [PARTY B]

