Non-Disclosure Agreement (NDA) Template

This Non-Disclosure Agreement ("Agreement") is made on [Date], by and between:

# Disclosing Party (Company/Individual Name):

[Company/Individual Name]

[Company Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

# Receiving Party (Company/Individual Name):

[Client/Partner Name]

[Client Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

# 1. Definition of Confidential Information:

For the purpose of this Agreement, "Confidential Information" refers to any data, material, or information, whether written or oral, that is provided by the Disclosing Party to the Receiving Party and is not publicly available. This may include, but is not limited to:

- Business strategies, plans, or practices

- Financial information

- Client or customer details

- Marketing information

- Product designs, formulas, or any other proprietary information

# 2. Obligations of the Receiving Party:

The Receiving Party agrees to the following obligations regarding the Confidential Information:

- The information will be used solely for the purposes of evaluating or conducting the agreed-upon business relationship.

- The information will not be disclosed to any third party without prior written consent from the Disclosing Party.

- The information will be stored and protected using the same degree of care that the Receiving Party uses for its own confidential information but no less than reasonable care.

# 3. Exceptions to Confidentiality:

The confidentiality obligations set forth in this Agreement will not apply to any information that:

- Is already in the public domain at the time of disclosure

- Becomes publicly available through no fault of the Receiving Party

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

- Is disclosed with the prior written consent of the Disclosing Party

- Is required to be disclosed by law or a legal authority, provided the Receiving Party notifies the Disclosing Party prior to such disclosure

# 4. Duration of Confidentiality:

The obligations of confidentiality will remain in effect for a period of [X] years from the date of disclosure of the Confidential Information or until the information no longer qualifies as confidential, whichever occurs first.

# 5. Return or Destruction of Information:

Upon termination or completion of the business relationship, or upon written request from the Disclosing Party, the Receiving Party agrees to promptly return or destroy all copies of the Confidential Information in their possession.

# 6. No License or Ownership Rights:

Nothing in this Agreement grants the Receiving Party any rights, title, or interest in the Confidential Information or any intellectual property of the Disclosing Party.

# 7. Governing Law:

This Agreement shall be governed by the laws of [State/Country], and any disputes arising from this Agreement shall be resolved in the courts of [State/Country].

# 8. Remedies:

The Disclosing Party shall have the right to seek injunctive relief, specific performance, or any other equitable relief available, in the event of a breach or threatened breach of this Agreement.

# 9. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and it supersedes all prior written or oral agreements.

# Signatures:

Disclosing Party:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Receiving Party:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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