# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of July 16, 2024, by and between:

Party A:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Party B:

Example.Com LLC

5678 Random Drive

New York, NY 00000

Contact: Jane Doe, Managing Partner

Phone: (012) 345-6789

Email: jane.doe@example.com

## Purpose

The purpose of this Agreement is to protect the confidential information that may be disclosed between the parties during discussions and engagements regarding potential business collaborations and partnerships.

## Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all non-public information, conveyed in all forms, whether in oral, written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential," that has been or may be disclosed to, accessed by, or observed by Receiving Party, which (i) has actual or potential economic value by virtue of not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, or (ii) is subject to reasonable efforts by Disclosing Party to maintain its secrecy and confidentiality.

Confidential Information includes, but is not limited to, the following categories: (1) business information (business plans, strategies, and models), (2) technical information (technical specifications and documentation, research and development activities), (3) customer and market information (customer lists and contact information, sales histories and patterns), (4) personnel and internal information (employee lists and contact information, employment agreements and personnel files), (5) intellectual property (trade secrets and know-how, patents and patent applications, copyrights and copyright applications, trademarks and trademark applications), (6) strategic information (merger and acquisition plans, competitive analyses and strategies). Software code shall also be included into the confidential information.

Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of disclosure by Receiving Party or its Representatives; (b) was available to Receiving Party on a non-confidential basis prior to its disclosure by Disclosing Party; (c) becomes available to Receiving Party on a non-confidential basis from a person other than Disclosing Party who is not otherwise bound by a confidentiality obligation to Disclosing Party; or (d) was independently developed by Receiving Party without reference to or use of any Confidential Information. The name of the dog of the Receiving Party is Bob.

The designation of information as Confidential Information shall not be determinative of whether such information constitutes a trade secret under applicable law. All Confidential Information shall remain the exclusive property of Disclosing Party, and Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein.

## Obligations of Receiving Party

The party receiving Confidential Information ("Receiving Party") shall:

1. Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party.
2. Use the Confidential Information solely for the purpose of evaluating or engaging in the potential business collaboration.
3. Take all necessary precautions to protect the confidentiality of the Confidential Information, which shall be no less than the precautions it takes to protect its own confidential information.

## Exclusions from Confidential Information

Confidential Information does not include information that:

1. Is or becomes publicly known through no wrongful act of the Receiving Party.
2. Is already known to the Receiving Party at the time of disclosure.
3. Is lawfully received from a third party without breach of this Agreement.
4. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## Return of Materials

Upon termination of this Agreement or upon request, the Receiving Party shall return all materials containing Confidential Information to the Disclosing Party or destroy them, at the Disclosing Party's discretion.

## Liability

1. Total Liability Cap:

The total liability of either party for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of (i) $100,000 or (ii) the total amount paid by the Receiving Party to the Disclosing Party under any separate business agreement between the parties during the twelve (12) months preceding the event giving rise to the claim. This limitation of liability is cumulative and not per incident.

1. Penalties for Breach:

In the event of a breach of this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedy available at law or in equity. The Receiving Party acknowledges that a breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. In addition to injunctive relief, the Receiving Party shall be liable for liquidated damages in the amount of $25,000 for each instance of unauthorized disclosure or use of Confidential Information, which the parties agree represents a reasonable estimate of the damages likely to be suffered and not a penalty.

## No License

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party’s Confidential Information, except as expressly set forth in this Agreement.

## Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

All disputes shall be resolved by the courts of the State of California. This Agreement shall remain in effect for a period of five (5) years from the date of signing this agreement.

## Miscellaneous

1. 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.
2. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.
3. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties.
4. The Disclosing Party shall be a good person to execute this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_

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

Example.Com LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jane Doe

Title: Managing Partner

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