NON-DISCLOSURE AGREEMENT

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Discloser:   |  | | --- | | (Company) Name | | Address | | Address Line 2 | | City, ST Zip |   (“Disclosing Party”) | Recipient:   |  | | --- | | (Company) Name | | Address | | Address Line 2 | | City, ST Zip |   (“Receiving Party”) |

Purpose:

[Make the Scope of the purpose for which the Recipient can use the Confidential Information as specific as possible]

(“**Purpose**”)

Effective Date: (“**Effective Date**”)

[Month Day, Year]

This Non-Disclosure Agreement (“**NDA**”) is by and between Disclosing Party and Receiving Party; Disclosing Party and Receiving Party are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”). The Parties acknowledge that, by reason the Purpose, the Disclosing Party may disclose or provide access to the Receiving Party to information and materials concerning its business, plans, products and technical data which are confidential and of substantial value to the Disclosing Party that would be impaired if the information were disclosed to third parties or used by the Receiving Party for any reason other than the Purpose. In order to protect such confidential information, the Parties agree as follows:

1. Confidential Information. “Confidential Information” shall include all nonpublic information disclosed directly or indirectly by the Disclosing Party to the Receiving Party, whether written or oral, through any means of communication or observation. All Confidential Information shall remain the property of the Disclosing Party. This NDA shall not require the Disclosing Party to disclose any of its Confidential Information.
   1. Receiving Party shall maintain the Confidential Information in strict confidence and shall protect Confidential Information received pursuant to this NDA by using the same standard of care which it uses to protect and safeguard its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information.
   2. Receiving Party agrees to use the Confidential Information solely for the Purpose set forth in this NDA, and not for any other purpose or for its own benefit or for the benefit of any other person or party. The Receiving Party shall only disclose Confidential Information to its employees who have a need to know such Confidential Information in order to fulfill the Purpose. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information. The Receiving Party shall be responsible for breaches of this NDA by persons to whom it discloses Confidential Information received hereunder.
   3. This NDA shall not impose any obligation upon the Receiving Party with respect to information which the Receiving Party can establish by documentary or other competent evidence: (i) is or becomes generally available to the public through no fault of the Receiving Party; or (ii) was rightfully in the possession of the Receiving Party prior to its receipt from the Disclosing Party; or (iii) is disclosed with the prior written consent of the Disclosing Party.
   4. If the Receiving Party is confronted with legal action to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request prior to making any disclosure so the Disclosing Party may seek a protective order or other appropriate relief. The Receiving Party shall fully assist the Disclosing Party in its lawful efforts to resist, narrow, or eliminate the need for the requested disclosure. If disclosure is nonetheless required, the Receiving Party shall only furnish that portion of the Confidential Information that is advised by its legal counsel.
2. Period of Confidentiality. This NDA will remain in effect until such time it is terminated by either Party upon written notice. The Receiving Party shall be obligated to protect the Confidential Information received pursuant to this NDA until such time that the Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party.
3. Return of Confidential Information. The Receiving Party shall promptly return or, at the Disclosing Party’s option, destroy all copies of Confidential Information at any time upon request by the Disclosing Party or within ten (10) days following the expiration or earlier termination of this NDA, and shall provide a certification that all such Confidential Information has been returned or destroyed.
4. Warranty. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE DISCLOSING PARTY UNDER THIS AGREEMENT WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL INFORMATION IS PROVIDED "AS IS."
5. No License. All Confidential Information shall remain the exclusive property of the Disclosing Party. The Receiving Party acknowledges and agrees that no right or license is granted to the Receiving Party in relation to any part of the Disclosing Party’s Confidential Information or under any patent, copyright or other intellectual property right of the Disclosing Party.
6. No Obligation or Partnership. This NDA shall not obligate either Parties to enter into any other business arrangement or agreement; and no such obligation shall exist until such time that a separately written agreement has been executed by the Parties. This NDA does not create any agency, partnership, or joint venture relationship between the Parties.
7. Governing Law and Venue. This NDA shall be construed in accordance with the laws of the of , excluding its conflict of law provisions. The Parties hereby agree that any action arising out of this NDA will be brought solely in any state or federal court located in , ( county). The Receiving Party hereby consents to the exclusive personal jurisdiction of such courts and waives any objection in any such action based on improper venue, forum non-conveniens, or similar grounds.

State

Illinois

Chicago, IL

Cook

1. Equitable Relief. The Receiving Party agrees that in the event of a breach or threatened breach of this NDA, the Disclosing Party will suffer irreparable harm for which it will not have an adequate remedy at law. Therefore, the Disclosing Party shall have the right to obtain injunctive relief to enforce this NDA, without the necessity of posting any bond or other security and without having to prove any actual damages, in addition to its other rights or remedies which may be available at law or in equity.
2. Attorney’s Fees. The Disclosing Party shall be entitled to recover reasonable attorney’s fees and costs in conjunction with any successful action brought to enforce or interpret this NDA.
3. **Counterparts.** This NDA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this NDA delivered by email, or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this NDA. Electronic signatures shall be treated in all respects as having the same force and effect as original signatures.
4. Severability. If any provision of this NDA is held invalid under any applicable law, such provision shall be limited or eliminated to the minimum extent necessary, and all other provisions of this NDA shall remain in full force and effect.
5. Waiver.No waiver of any term or right in this NDA shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this NDA shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.
6. Entire NDA; Modifications. This NDA is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. This NDA may be modified only by a written amendment signed by authorized representatives of both Parties.

**IN WITNESS WHEREOF,** the Parties have duly executed and have caused this NDA duly to be executed and delivered as of the Effective Date:

**Disclosing Party:**

|  |  |  |
| --- | --- | --- |
| By: |  |  |
| Date: |  |  |
| Name: |  |  |
| Title: |  |  |

**Receiving Party:**

|  |  |  |
| --- | --- | --- |
| By: |  |  |
| Date |  |  |
| Name: |  |  |
| Title: |  |  |