

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on June 1, 2025, by and between:

Disclosing Party: Acme Corporation, located at 123 Business Ave, New York, NY 10001

Receiving Party: Jane Doe, located at 456 Developer Street, San Francisco, CA 94105

1. Confidential Information

The Receiving Party agrees not to disclose any confidential or proprietary information provided by the Disclosing Party, including but not limited to business plans, customer data, software code, and financial reports.

2. Obligation of Confidentiality

The Receiving Party shall protect the Confidential Information using at least the same degree of care used to protect their own confidential information, and in no event less than reasonable care.

3. Exclusions

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was known to the Receiving Party before disclosure;
- (c) is independently developed by the Receiving Party;
- (d) is required to be disclosed by law.

4. Term

This Agreement shall remain in effect for a period of three (3) years from the date of disclosure.

5. Return or Destruction of Materials

Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party agrees to return or destroy all confidential materials.

6. No License

Nothing in this Agreement grants any rights to the Receiving Party under any intellectual property rights of the Disclosing Party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

Jane Doe

John Smith
CEO, Acme Corporation