NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of **[Date]**, by and between:

[Disclosing Party Name]
[Address]
(Hereinafter referred to as the "Disclosing Party")

and

[Receiving Party Name]
[Address]
(Hereinafter referred to as the "Receiving Party")

collectively referred to as the "Parties."

1. Purpose

The Receiving Party agrees to receive Confidential Information from the Disclosing Party solely for the purpose of **[insert purpose, e.g., "evaluating a potential business relationship"]**.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any non-public, proprietary, or confidential information—whether written, oral, digital, or in any other form—including but not limited to:

- Business operations
- Customer data
- Trade secrets
- Software code
- Marketing strategies
- Financial information
- Technical documentation

3. Obligations of Receiving Party

The Receiving Party shall:

- Maintain confidentiality of the disclosed information.
- Not disclose the information to third parties without prior written consent.
- Not use the Confidential Information for any purpose other than the stated Purpose.
- Take reasonable precautions to protect the confidentiality of the information.

4. Exclusions

Confidential Information does **not** include information that:

- Was known prior to disclosure by the Disclosing Party.
- Becomes publicly available through no fault of the Receiving Party.
- Is disclosed by a third party legally entitled to disclose it.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's information.

5. Term

This Agreement shall remain in effect for a period of **[e.g., 2 years]** from the date of signature. The obligation to maintain confidentiality shall survive the termination of this Agreement for a period of **[e.g., 3 years]**.

6. Return of Materials

Upon request, the Receiving Party agrees to return or destroy all materials containing Confidential Information.

7. No License

Nothing in this Agreement grants the Receiving Party any rights to the Disclosing Party's intellectual property.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[State/Country]**.

9. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm and the Disclosing Party shall be entitled to seek injunctive relief in addition to any legal remedies.

10. Entire Agreement

This Agreement contains the entire understanding between the Parties and supersedes all prior discussions, agreements, or understandings.

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

Disclosing Party
Signature: /sig1/
Name: [Print Name]
Title: [Title]
Date: _____

Receiving Party
Signature: /sig1/
Name: [Print Name]
Title: [Title]
Date: _____