

**SAMPLE -- Review all legal documents with your own counsel.**

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## **SAMPLE NON DISCLOSURE AGREEMENT**

<Your company name>, located at <address of your company>, for itself and its subsidiaries and affiliates (“company”), and the other party identified below (“You”) wish to enter into this agreement to discuss and exchange information and to assure that the confidentiality of exchanged information is maintained and that rights to ideas or suggestions are properly allocated.

The parties agree as follows:

A. Purpose. You agree to take part in a study under this agreement for the purpose of assisting <company name> in researching and analyzing the usability of its current and proposed products and services (the “Purpose”).

B. In the course of Your participation in the study, You may be requested to provide comments, feedback, ideas, reports, suggestions, data or other information to <company name> (collectively “Feedback”). You agree that Your voice and/or image may be recorded and such recording will also be considered “Feedback”. You agree to permit <company name> to use any Feedback provided by You without limitation to develop and enhance <company name>’s current or future products and services. Notwithstanding the foregoing, You agree that You will not disclose to <company name> any third-party information that You are otherwise obligated to maintain as confidential.

C. For any Feedback provided by You that You communicate to <company name> as being confidential in writing and any information provided to You by <company name> during the study period shall be considered confidential (the “Confidential Information”), and the following terms shall apply: (i) each party may use such Confidential Information only for the Purpose; (ii) the receiving party will use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information; and (iii) You may not share Confidential Information with any third party in any manner. <company name> will not disclose Your personal information without Your consent. Except as otherwise provided by this agreement, any personally identifiable data collected by <company name> during the study shall be used by <company name> in accordance with <company name>’s general privacy policy (available at <insert URL of your privacy policy>) incorporated in this agreement by reference.

D. Confidential Information does not include information that: (i) was known to the receiving party without restriction before receipt from the disclosing party; (ii) is publicly available through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (iv) is independently developed by the receiving party. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party.

E. This agreement imposes no obligation on <company name> to use Your Feedback. Neither party acquires any intellectual property rights under this agreement except the express and implied, limited

rights acquired by <company name> to use the Feedback for the Purpose.

F. This agreement does not create any agency or partnership relationship between the parties. This agreement is not assignable or transferable by You. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any of provisions of this agreement will not constitute a waiver. This agreement is governed by the laws of <insert state> excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be <insert your venue>.

This agreement is effective as of the date accepted by <company name>.

Party/Name (full company or individual name): \_\_\_\_\_

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

Address: \_\_\_\_\_

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