

# NON-DISCLOSURE AGREEMENT

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This Agreement is made on **DD/MM/YYYY**

**BETWEEN**

[The Disclosing Party]

**AND**

[The Receiving Party]

# Non-disclosure Agreement

WHEREAS Company and the Second Party (the “Parties”) have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

The confidential information disclosed under this Agreement is described as: [Type text here]

The Participant shall use the confidential information received under this Agreement for the purpose of: **[Type text here]**

The Participant shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Participant uses to protect its own confidential information of a like nature.

The Participant shall have a duty to protect only that confidential information which is (a) disclosed by DISCLOSER in writing and marked as confidential at the time of disclosure, or which is (b) disclosed by DISCLOSER in any other manner and is identified as confidential at the time of the disclosure and is also summarized and designated as confidential in a written memorandum delivered to the Participant within 30 days of the disclosure.

This Agreement imposes no obligation upon the Participant with respect to confidential information that becomes a matter of public knowledge through no fault of the Participant.

The Participant does not acquire intellectual property rights under this Agreement except the limited right of use set out in paragraph 2 above.

The Participant acknowledges and agrees that the confidential information is provided on an AS IS basis.

DISCLOSER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DISCLOSER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

Upon DISCLOSER's written request, the Participant shall return to DISCLOSER or destroy all written material or electronic media and the Participant shall deliver to DISCLOSER a written statement signed by the Participant certifying same within 5 days.

The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

This Agreement is made under and shall be construed according to the laws of the [Type state here] .

## Discloser

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Authorized Signature

Name: [Type Name Here]

Title: [Type Title Here]

## Participant

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Authorized Signature

Name: [Type Name Here]

Title: [Type Title Here]

[Address Line 1]

[Address Line2]

[City][State][Zip Code]

[Phone Office][Fax]

[Email Website] [Website]