NON-DISCLOSUREAGREEMENT   
TEMPLATE  
  
**Non-Disclosure Agreement (NDA)**

# This Agreement is entered into by and between:

1. **{Account.Name}**, a **{Account.BillingState}** **{Account.Type}**, with its principal place of business at **{Account.BillingStreet}** (hereinafter referred to as the 'Company').
2. **{FirstName}{LastName}**, a **{MailingState}** with its principal place of business at **{MailingStreet}** (hereinafter referred to as the 'Client').

# Purpose

This Agreement is designed to protect the Company's proprietary and sensitive data (referred to as 'Confidential Information') from unauthorized disclosure by the Client and its representatives.

# Confidential Information

Confidential Information includes, but is not limited to:

* + Trade secrets, know-how, product designs, prototypes, samples, methods, formulas, pricing information, and data.
  + Financial, sales, marketing, operational, and client details.
  + Observations or examinations of the Company's facilities or operations.

Exclusions: Information is not considered Confidential if it:

1. Becomes publicly available without breach of this Agreement.
2. Was known to the Client before receiving it, as evidenced by written records.
3. Is lawfully obtained from a third party without confidentiality obligations.
4. Is independently developed by the Client without reference to the Company's information.

# Protection of Confidential Information

The Client agrees to protect Confidential Information using at least the same care it uses to safeguard its own confidential information, but no less than reasonable care.

Disclosure is only allowed to the Client’s representatives who have a legitimate 'need to

know' and are bound by similar confidentiality obligations.

The Client must not attempt to reproduce, reverse-engineer, or replicate Confidential Information without prior written consent.

Legal Disclosure: If the Client is required by law or legal process to disclose Confidential Information, it must notify the Company in advance (if permitted) to allow for objections or protective orders.

# Term

This Agreement will remain in effect for the duration of the associated agreement and for an additional five (5) years after its expiration.

# Governing Law

This Agreement will be governed by the laws of the State of Virginia. Any disputes arising from this Agreement shall be resolved in Virginia courts or through mediation.

# Enforcement

A breach of this NDA may result in material damages and termination of the associated agreement. Both parties agree to notify each other of any unauthorized disclosures and take reasonable corrective steps.

# Signatures

|  |  |  |
| --- | --- | --- |
| **Party** | **Signature** | **Date** |
| **{Account.Name}** |  |  |
| **{FirstName}{LastName}** |  |  |

In acknowledgment of and agreement to the terms outlined herein, the parties have signed below as of the Effective Date: