

Sample NDA Agreement

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of July 1, 2024 ("Effective Date"), by and between:

Disclosing Party: ABC Corporation, located at 123 Business Rd, Business City, BS12345

Receiving Party: XYZ Solutions, located at 789 Innovation St, Tech City, TC98765

1. Purpose: The purpose of this Agreement is to set forth the terms and conditions under which Confidential Information will be disclosed by the Disclosing Party to the Receiving Party.

2. Definition of Confidential Information: For purposes of this Agreement, "Confidential Information" includes any information, whether written, oral, electronic, or other form, disclosed by the Disclosing Party to the Receiving Party.

3. Obligations of Receiving Party: The Receiving Party agrees to: a. Maintain the confidentiality of the Confidential Information. b. Use the Confidential Information solely for the purpose of evaluating or engaging in discussions concerning a potential business relationship between the parties. c. Restrict disclosure of the Confidential Information to employees or third parties as necessary for the aforementioned purpose and who are bound by confidentiality obligations.

4. Exclusions from Confidential Information: Confidential Information does not include information that: a. Is or becomes publicly available through no fault of the Receiving Party. b. Is known to the Receiving Party prior to disclosure by the Disclosing Party. c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. d. Is disclosed to the Receiving Party by a third party not in violation of any confidentiality obligations.

5. Term: This Agreement shall commence on the Effective Date and continue for a period of two (2) years, unless earlier terminated by either party with thirty (30) days' written notice.

6. Return of Materials: Upon termination of this Agreement, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Entire Agreement: This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

ABC Corporation:

By: _____

Name: John Doe

Title: CEO

XYZ Solutions:

By: _____

Name: Jane Smith

Title: CTO