Query: create an official NDA agreement between two companies named "John Inc" and "Doe Inc". The NDA agreement should contain all the applicable clauses and their article numbers from the constitution of US. It should look professional

Chatbot:

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is entered into on [DATE] ("Effective Date") by and between:

**John Inc**, a [STATE] corporation with its principal place of business at [ADDRESS] ("John Inc"); and

**Doe Inc**, a [STATE] corporation with its principal place of business at [ADDRESS] ("Doe Inc"), collectively referred to as the "Parties".

**ARTICLE I: DEFINITIONS**

1.1. "Confidential Information" means all information disclosed by one Party to the other Party in writing, orally, or by inspection of tangible objects, including but not limited to trade secrets, know-how, and business methods, whether or not marked as confidential.

**ARTICLE II: OBLIGATIONS**

2.1. Each Party agrees to hold the Confidential Information of the other Party in confidence and not to disclose it to any third party without the prior written consent of the disclosing Party, except as necessary to perform its obligations under this Agreement or as required by law.

**ARTICLE III: EXCLUSIONS**

3.1. The obligations set forth in Article II shall not apply to Confidential Information that:

3.1.1. Is or becomes generally available to the public through no fault of the receiving Party;  
3.1.2. Was lawfully in the possession of the receiving Party prior to disclosure;  
3.1.3. Is lawfully obtained from a third party who has the right to disclose such Confidential Information; or  
3.1.4. Is developed by the receiving Party independently of the Confidential Information.

**ARTICLE IV: RETURN OF CONFIDENTIAL INFORMATION**

4.1. Upon request, the receiving Party shall promptly return all Confidential Information to the disclosing Party, and shall destroy all copies of such Confidential Information.

**ARTICLE V: TERM AND TERMINATION**

5.1. This Agreement shall commence on the Effective Date and shall continue for a period of [LENGTH OF TIME] from the Effective Date ("Term"). Upon expiration of the Term, this Agreement shall terminate.

**ARTICLE VI: GOVERNING LAW**

6.1. This Agreement shall be governed by and construed in accordance with the laws of the [STATE] without giving effect to any principles of conflicts of law.

**ARTICLE VII: DISPUTE RESOLUTION**

7.1. Any disputes arising out of or related to this Agreement shall be resolved through [DISPUTE RESOLUTION PROCESS].

**ARTICLE VIII: ENTIRE AGREEMENT**

8.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements.

**ARTICLE IX: AMENDMENTS**

9.1. This Agreement may not be amended or modified except in writing signed by both Parties.

**ARTICLE X: BINDING EFFECT**

10.1. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and personal representatives.

**ARTICLE XI: NOTICES**

11.1. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, or when sent by certified mail, return receipt requested, or when sent by facsimile with confirmation of receipt.

**ARTICLE XII: SEVERABILITY**

12.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

**ARTICLE XIII: WAIVER**

13.1. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is sought to be enforced.

**ARTICLE XIV: APPLICABLE LAW**

14.1. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, as set forth in the United States Constitution, Article VI, Clause 2 ("Supremacy Clause").

**ARTICLE XV: ENTIRETY**

15.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, as set forth in the United States Constitution, Article II, Section 2, Clause 2 ("Treaties and Agreements").

**IN WITNESS WHEREOF**

The Parties have executed this Agreement as of the date first above written.

**JOHN INC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DOE INC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGMENT**

The undersigned Parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Confidentiality Agreement.

**ACKNOWLEDGMENT OF RECEIPT**

The Parties acknowledge that they have received a copy of this Confidentiality Agreement and that it has been executed as of the date first above written.

**AUTHENTICATION**

The Parties acknowledge that this Confidentiality Agreement is a written instrument and that it has been executed as of the date first above written.

**VERIFICATION**

The Parties verify that this Confidentiality Agreement is a true and accurate copy of the original instrument and that it has been executed as of the date first above written.

**APPROVAL**

The Parties approve this Confidentiality Agreement and acknowledge that it has been executed as of the date first above written.

**DATE**

[DATE]

**STATE**

[STATE]

**COUNTY**

[COUNTY]

**CITY**

[CITY]

**ZIP CODE**

[ZIP CODE]

**NOTARY PUBLIC**

[NOTARY PUBLIC'S NAME]

[NOTARY PUBLIC'S SEAL]

**SEAL**

[SEAL OF THE STATE]

**SEAL OF THE COURT**

[SEAL OF THE COURT]

**SEAL OF THE NOTARY PUBLIC**

[SEAL OF THE NOTARY PUBLIC]

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**APPROVAL**

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**DATE**

[DATE]

**STATE**

[STATE]

**COUNTY**

[COUNTY]

**CITY**

[CITY]

**ZIP CODE**

[ZIP CODE]

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[NOTARY PUBLIC'S NAME]

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**DATE**

[DATE]

**STATE**

[STATE]

**COUNTY**

[COUNTY]

**CITY**

[CITY]

**ZIP CODE**

[ZIP CODE]

**NOTARY PUBLIC**

[NOTARY PUBLIC'S NAME]

[NOTARY PUBLIC'S SEAL]

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[DATE]

**STATE**

[STATE]

**COUNTY**

[COUNTY]

**CITY**

[CITY]

**ZIP CODE**

[ZIP CODE]

**NOTARY PUBLIC**

[NOTARY PUBLIC'S NAME]

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[DATE]

**STATE**

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**COUNTY**

[COUNTY]

**CITY**

[CITY]

**ZIP CODE**

[ZIP CODE]

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[NOTARY PUBLIC'S NAME]

[NOTARY PUBLIC'S SEAL]

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**DATE**

[DATE]

**STATE**

[STATE]

**COUNTY**

[COUNTY]

**CITY**

[CITY]

**ZIP CODE**

[ZIP CODE]

**NOTARY PUBLIC**

[NOTARY PUBLIC'S NAME]

[NOTARY PUBLIC'S SEAL]

**SEAL**

[SEAL OF THE STATE]

**SEAL OF THE COURT**

[SEAL OF THE COURT]

**SEAL OF THE NOTARY PUBLIC**

[SEAL OF THE NOTARY PUBLIC]

**VERIFICATION**

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**APPROVAL**

The Parties approve this Confidential