

# Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made and entered into between [Your Company Name], with its principal place of business at [Your Company Address] (the "Disclosing Party"), and [Recipient's Name] residing at [Recipient's Address] (the "Recipient"), collectively referred to as the "Parties".

## 1. Purpose

The Parties wish to explore a potential business relationship in which the Disclosing Party may disclose certain confidential information to the Recipient for the purpose of [Specify Purpose]. The Parties agree to protect the confidentiality of the disclosed information as set forth in this Agreement.

## 2. Confidential Information

"Confidential Information" refers to any information, data, or materials disclosed by the Disclosing Party to the Recipient, whether in written, oral, electronic, or other form, which is designated as confidential or should be reasonably understood to be confidential given the nature of the information and the circumstances of disclosure.

## 3. Non-Disclosure Obligations

### 3.1 Recipient's Obligations

The Recipient agrees to:

- a. Use the Confidential Information solely for the purpose specified in this Agreement;
- b. Keep the Confidential Information confidential and exercise reasonable care to prevent its unauthorized use, disclosure, or dissemination;
- c. Limit access to the Confidential Information to those of its employees, agents, or contractors who have a legitimate need to access such information for the specified purpose, ensuring they are aware of the confidential nature of the information and bound by similar confidentiality obligations; and
- d. Promptly notify the Disclosing Party of any actual or suspected unauthorized use, disclosure, or loss of the Confidential Information.

### 3.2 Exclusions

The obligations set forth in this Agreement do not apply to any information that:

- a. Is already in the Recipient's possession without any obligation of confidentiality;
- b. Becomes publicly available through no fault of the Recipient;
- c. Is rightfully obtained from a third party without restriction on disclosure; or
- d. Is independently developed by the Recipient without reference to the Confidential Information.

## 4. Intellectual Property

This Agreement does not transfer any rights, title, or interest in any intellectual property or proprietary rights of the Disclosing Party to the Recipient. All intellectual property rights remain with the Disclosing Party.

## 5. Term and Termination

This Agreement shall commence on the Effective Date and continue until [Specify Duration] unless terminated earlier by either Party in writing. The obligations of confidentiality shall survive the termination of this Agreement.

## **6. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of [Specify Jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in [Specify Jurisdiction].

## **7. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes any prior or contemporaneous agreements, whether written or oral.

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

**[Your Company Name]**

By: [Your Name]

Title: [Your Title]

**[Recipient's Name]**

By: [Recipient's Name]

Title: [Recipient's Title]