**Non Disclosure Agreement (NDA)**

This Non-disclosure Agreement or ("Agreement") has been entered into on **{{contract.date}}**

BETWEEN

**Box Inc** located **at 100 1st Street, 17th floor San Francisco, CA 94105** (“Company”).

AND

**{{contract.customerName}}**, located at {{contract.customerAddress.street}}, {{contract.customerAddress.city}}, {{ contract.customerAddress.zip}} (“Client”)

The parties agree to establish a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information") in order to prevent unauthorized disclosure.

**Confidential Information**

Confidential Information as used in this Agreement, "Confidential Information" includes any information or material that has or could have commercial value shall be considered "information". If Confidential Information is used for any other purpose in the business of the Disclosing Party, it is the Disclosing Party's responsibility to label or stamp the materials with the word "Confidential" in written form.

**Exclusions from Confidential Information**

The Receiving Party will not be held responsible for information that is already known publicly, pre-existing knowledge, legitimately acquired from another party or if the Disclosing Party has given prior written consent for its disclosure.

**Cont.**

**Obligations of Receiving Party**

Receiving Party will protect the Confidential Information with great care and exclusively in the interest of the Disclosing Party. Access to such information should be carefully restricted to personnel, contractors and third parties who have signed non-disclosure agreements that afford a minimum level of protection as stipulated in this Agreement. Furthermore, no use/publication/copying/disclosure of said information shall take place without prior written approval from the Disclosing Party. All records, notes and other materials pertaining to Confidential Information must be returned to the Disclosing Party on demand.

**Relationships**

Neither party shall be deemed a partner, joint venturer, or employee of the other party by virtue of this Agreement.

**Time Periods**

The non disclosure provisions of this Agreement shall continue until the confidential information no longer qualifies to be a trade secret. Termination of this agreement will still bind the Receiving party to ensure the confidentiality of the information shared, unless and until the Disclosing Party sends a Receiving Party written notice releasing the Receiving Party from this Agreement.

**Severability**

The remainder of this Agreement will be interpreted in order to accomplish the parties' intent if any provision of this Agreement is deemed invalid or unenforceable by a court.

**Integration**

This agreement supersedes all prior proposals, agreements, representations, and understandings with respect to the subject matter. It may not be amended except in writing signed by both parties.

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| --- | --- | --- |
| [[s|0]] |  | [[s|1]] |
| Sender (Discloser) |  | Receiver |
| Name: [[n|0]]  Date:  [[d|0]] |  | Name: [[n|1]]  Date:  [[d|1]] |