

Standard Non-Disclosure Agreement (NDA)

This Nondisclosure Agreement ("Agreement") has been entered into on the date of _____ and is by and between:

Party Disclosing Information: _____ with a mailing address of _____ ("Disclosing Party").

Party Receiving Information: _____ with a mailing address of _____ ("Receiving Party").

For the purpose of preventing the unauthorised disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or a similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide written confirmation indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information

The Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or its representatives; or (d) disclosed by the Receiving Party with the Disclosing Party's prior written approval.

3. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Receiving Party shall not, without prior written approval of the Disclosing Party, use, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other materials in its possession pertaining to Confidential Information immediately upon written request.

4. Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Disclosing Party sends written notice releasing the Receiving Party from this Agreement, whichever occurs first.

5. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other for any purpose.

6. Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reflect the intent of the parties.

7. Integration

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

8. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Notice of Immunity

Employee is provided notice that an individual shall not be held criminally or civilly liable under any trade secret law for the disclosure of a trade secret that is made (i) in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or document filed under seal in a lawsuit or proceeding. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in court if the document is filed under seal and not disclosed except pursuant to court order.

DISCLOSING PARTY

Signature: _____
Typed or Printed Name: _____ Date: _____

RECEIVING PARTY

Signature: _____
Typed or Printed Name: _____ Date: _____