**NON-DISCLOSURE AGREEMENT (NDA)**

This **Non-Disclosure Agreement** (“Agreement”) is made and entered into on **[Insert Date]**, by and between:

**Disclosing Party**: [Insert Name and Address]  
**Receiving Party**: [Insert Name and Address]

Together referred to as the **“Parties”**.

### **1. PURPOSE**

The Parties wish to engage in discussions and potential business transactions during which Confidential Information may be shared. This Agreement sets out the terms under which such information will be protected.

### **2. DEFINITION OF CONFIDENTIAL INFORMATION**

“Confidential Information” includes but is not limited to:

* Business strategies and plans
* Financial records and projections
* Marketing techniques
* Product designs and specifications
* Technical data and software
* Client and supplier information
* Any other information marked as confidential or reasonably considered confidential

### **3. OBLIGATIONS OF THE RECEIVING PARTY**

The Receiving Party agrees to:

1. **Maintain confidentiality** of the Confidential Information using the same degree of care as it does with its own confidential materials, but no less than reasonable care.
2. **Not disclose** the Confidential Information to third parties without the prior written consent of the Disclosing Party.
3. **Use the information solely** for the purpose of evaluating a business relationship.
4. **Limit access** to employees or agents on a need-to-know basis and ensure those individuals are bound by confidentiality obligations.

### **4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

Confidential Information does not include information that:

* Was publicly known at the time of disclosure
* Becomes publicly known through no fault of the Receiving Party
* Is disclosed by a third party lawfully and without restriction
* Is independently developed by the Receiving Party
* Is required to be disclosed by law, provided the Disclosing Party is notified promptly

### **5. TERM**

This Agreement shall remain in effect for a period of **[Insert Duration, e.g., 2 years]** from the date of disclosure. Obligations regarding trade secrets survive termination until the information no longer qualifies as a trade secret.

### **6. RETURN OR DESTRUCTION**

Upon termination or upon written request, the Receiving Party will:

* Return all Confidential Information and materials
* Destroy such materials and provide written confirmation

### **7. NO LICENSE**

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent, copyright, or other intellectual property right of the Disclosing Party.

### **8. NO WARRANTY**

All Confidential Information is provided “as is” without any warranty, express or implied, regarding its accuracy or performance.

### **9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of **[Insert Jurisdiction]**.

### **10. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings.

### **SIGNATURES**

**DISCLOSING PARTY**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECEIVING PARTY**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_