**Company Name**

**NON-DISCLOSURE AGREEMENT (NDA)**

This Agreement (the "Agreement") is made and entered into on [Date] (the "Effective Date"), between:

[Your Company Name], located at [Company Address] (referred to as the "Disclosing Party"),

and

[Recipient's Name], residing at [Recipient's Address] (referred to as the "Recipient").

**WHEREAS**, the Disclosing Party has valuable and confidential information it wants to share with the Recipient for [Describe the purpose of sharing, e.g., discussing a potential business opportunity] (the "Purpose");

**WHEREAS**, the Disclosing Party wants to protect its confidential information, and the Recipient agrees to keep it confidential;

***NOW, THEREFORE, in consideration of the promises made, the parties agree as follows:***

**DEFINITIONS**

a. "Confidential Information" means any private or secret information that the Disclosing Party shares with the Recipient related to its business, such as trade secrets, financial data, customer information, or any other non-public information.

b. "Purpose" refers to the intended use of the Confidential Information mentioned above.

**CONFIDENTIALITY OBLIGATIONS**

a. The Recipient acknowledges that all Confidential Information is the property of the Disclosing Party and should only be used for the Purpose.

b. The Recipient promises to keep the Confidential Information confidential and take reasonable measures to protect its secrecy and security.

c. The Recipient cannot share the Confidential Information with anyone else without the written permission of the Disclosing Party, except for its employees, contractors, or agents who need to know the information for the Purpose and are bound by similar confidentiality obligations.

**EXCLUSIONS**

The obligations of confidentiality and non-disclosure in this Agreement do not apply to information that:

a. Is already known to the Recipient before its disclosure by the Disclosing Party;

b. Becomes public knowledge without the fault of the Recipient;

c. Is received from a third party without any confidentiality obligation;

d. Is independently developed by the Recipient without using the Confidential Information;

e. Must be disclosed due to a legal requirement, provided that the Disclosing Party is notified in advance to seek legal protection.

**OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION**

a. The Confidential Information shared under this Agreement remains the property of the Disclosing Party. The Recipient does not gain any rights or licenses except for what is necessary for the Purpose.

b. If requested by the Disclosing Party or upon termination of this Agreement, the Recipient must promptly return or destroy all copies of the Confidential Information and confirm in writing that it has done so.

**TERM AND TERMINATION**

a. This Agreement starts on the Effective Date and continues until [Specify duration or termination conditions, e.g., a specific number of years or until completion of the Purpose].

b. Either party may end this Agreement at any time for any reason by giving written notice. The confidentiality obligations will still apply even after termination.

**REMEDIES**

Both parties agree that if the Recipient breaches this Agreement by using or disclosing the Confidential Information improperly, the Disclosing Party may suffer irreparable harm that cannot be adequately compensated by monetary damages alone. Therefore, the Disclosing Party may seek injunctive relief in addition to any other remedies available under the law.

**GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and interpreted in accordance with the laws of [Specify jurisdiction]. Any disputes related to this Agreement will be subject to the exclusive jurisdiction of the courts of [Specify jurisdiction].

**ENTIRE AGREEMENT**

This Agreement represents the complete understanding between the parties regarding the Confidential Information and supersedes any previous agreements or discussions on the same subject matter.

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

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| --- | --- |
| [Your Company Name]  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [Recipient's Name]  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |