

## **NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Date] (the "Effective Date") by and between:

### **Disclosing Party:**

Data

[Address]

[City, State, Zip Code]

### **Receiving Party:**

patterns

[Address]

[City, State, Zip Code]

### **1. Definition of Confidential Information**

For the purposes of this Agreement, "Confidential Information" shall include all information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, financial data, customer lists, trade secrets, and proprietary technology.

### **2. Obligations of the Receiving Party**

The Receiving Party agrees to:

- a. Maintain the confidentiality of the Confidential Information and not disclose it to any third parties without the prior written consent of the Disclosing Party.
- b. Use the Confidential Information solely for the purpose of [insert purpose, e.g., evaluating a potential business relationship].
- c. Take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures it uses to protect its own confidential information.
- d. Promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of the Confidential Information.

### **3. Exclusions from Confidential Information**

Confidential Information does not include information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party;
- b. Is received from a third party without breach of any obligation of confidentiality;
- c. Is independently developed by the Receiving Party without use of or reference to the

Disclosing Party's Confidential Information;

d. Is required to be disclosed by law or regulation, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

#### **4. Term**

This Agreement shall commence on the Effective Date and continue for a period of [insert duration, e.g., two (2) years] unless terminated earlier by either party with [insert notice period, e.g., thirty (30) days] written notice to the other party. The obligations of confidentiality shall survive the termination of this Agreement for a period of [insert duration, e.g., five (5) years].

#### **5. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [insert state], without regard to its conflict of law principles.

#### **6. Miscellaneous**

a. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

b. This Agreement may not be amended or modified except in writing signed by both parties.

c. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

d. Neither party may assign this Agreement without the prior written consent of the other party.

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

#### **Disclosing Party:**

Data

By: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]

#### **Receiving Party:**

patterns

By: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]

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Please fill in the placeholders with the appropriate information before finalizing the document.

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### **Review & Suggestion: Feedback on the Non-Disclosure Agreement (NDA)**

1. **Clarity:** The document is generally clear and well-structured. Each section is appropriately labeled, making it easy to navigate. However, the placeholders for specific information (e.g., dates, addresses, purposes) should be clearly indicated to ensure that users understand they need to fill these in.
2. **Grammar:** The grammar is correct throughout the document. There are no noticeable grammatical errors.
3. **Professional Tone:** The tone is professional and appropriate for a legal document. The language used is formal and precise, which is suitable for an NDA.

### **Suggested Improvement:**

In Section 2, "Obligations of the Receiving Party," consider rephrasing item (b) for clarity. Instead of "Use the Confidential Information solely for the purpose of [insert purpose, e.g., evaluating a potential business relationship]," you could specify "Use the Confidential Information solely for the purpose of [insert

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**Summary:** Okay! Here's a simple explanation of the Non-Disclosure Agreement (NDA):

#### **Who is involved?**

- **Data:** This is the person or company that has secret information.
- **patterns:** This is the person or company that will receive the secret information.

#### **What does each person agree to do?**

- **Data** agrees to share secret information with patterns.
- **patterns** agrees to keep that information a secret and not tell anyone else. They can only use the information for a specific reason (like checking if they want to work together).
- If patterns accidentally shares the secret, they must tell Data right away.

**For how long?**

- This agreement starts on a specific date and lasts for a certain amount of time (like 2 years). Even after it ends, patterns must keep the secrets for a longer time (like 5 years).

**Important rules:**

- Patterns can't share the secrets unless they get permission from Data.
- If the secret information becomes public or is found out by other means, it's not considered a secret anymore.
- If patterns has to share the secret because of the law, they need to let Data know quickly.

So, it's all about keeping secrets safe and making sure both sides understand the rules!