

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on this **[Day]** day of **[Month]**, **[Year]**, between:

1. DISCLOSING PARTY:

- **Name:** [Company Name / Individual Name]
- **Address:** [Full Address] (Hereinafter, "Discloser")

AND

2. RECEIVING PARTY:

- **Name:** [Company Name / Individual Name]
- **Address:** [Full Address] (Hereinafter, "Recipient")

The parties agree as follows:

1. PURPOSE

The Discloser possesses certain confidential, proprietary, and trade secret information that it is willing to disclose to the Recipient solely for the purpose of **[Specify Purpose, e.g., Evaluating a potential business relationship; Hiring a contractor]** (the "Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information, including but not limited to, technical, commercial, financial, or other information, furnished by the Discloser to the Recipient, whether furnished before or after the date of this Agreement, and regardless of the manner in which it is furnished.

Confidential Information includes, without limitation:

- Trade secrets, formulas, business models, and source code.
- Financial data, pricing information, and marketing plans.
- Customer lists, prospective customer information, and vendor data.
- Technical data, research, products, product specifications, and designs.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information shall not include information that: a) Is or becomes publicly known through no fault of the Recipient. b) Was already known to the Recipient at the time of disclosure, as proven by written records. c) Is independently developed by the Recipient

without use of the Discloser's Confidential Information. d) Is rightfully obtained by the Recipient from a third party without restriction on disclosure.

4. OBLIGATIONS OF RECEIVING PARTY

The Recipient agrees: a) To hold the Confidential Information in strict confidence and to use the same degree of care to prevent its unauthorized disclosure as the Recipient uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. b) Not to disclose or permit disclosure of the Confidential Information to any third party, except to its employees and agents who have a need to know for the stated Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein. c) Not to use the Confidential Information for any purpose other than the stated Purpose.

5. TERM AND SURVIVAL

- **Term of Agreement:** This Agreement shall be effective from the date first written above and shall terminate **[Number]** years thereafter.
- **Survival of Obligation:** The obligation of confidentiality set forth in Section 4 shall survive the termination of this Agreement and shall remain in effect for **[Number, typically 3-5]** years following the date of termination.

6. REMEDIES

The Recipient acknowledges that unauthorized disclosure or use of the Confidential Information would cause irreparable harm to the Discloser, for which monetary damages alone would be inadequate. Therefore, the Discloser shall be entitled to seek injunctive relief (in addition to any other remedies available at law or in equity) without the necessity of posting a bond.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **[State/Country]** of **[Name of State/Country]**, without regard to its conflict of laws principles.

8. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY:

Signature: _____

Printed Name: _____

Title: _____

RECEIVING PARTY:

Signature: _____

Printed Name: _____

Title: _____