NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on **{{agreement\_date}}** between:

PARTIES:

DISCLOSING PARTY: **{{disclosing\_party\_name}}**  
Address: **{{disclosing\_party\_address}}**  
Contact: **{{disclosing\_party\_contact}}**

RECEIVING PARTY: **{{receiving\_party\_name}}**  
Address: **{{receiving\_party\_address}}**  
Contact: **{{receiving\_party\_contact}}**

1. DEFINITION OF CONFIDENTIAL INFORMATION

{{confidential\_info\_definition}}

Confidential Information shall not include information that is publicly available or independently developed.

2. OBLIGATIONS OF RECEIVING PARTY

{{receiving\_party\_obligations}}

The Receiving Party agrees to use the same degree of care to protect Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care.

3. EXCEPTIONS TO CONFIDENTIALITY

The obligations of confidentiality shall not apply to information that:

{{confidentiality\_exceptions}}

4. DURATION OF AGREEMENT

{{agreement\_duration}}

The obligations of confidentiality shall survive termination of this Agreement.

5. REMEDIES FOR BREACH

{{breach\_remedies}}

The Receiving Party acknowledges that breach of this Agreement would cause irreparable harm for which monetary damages would be inadequate.

6. RETURN OF MATERIALS

{{return\_of\_materials}}

Upon termination or upon request, all materials containing Confidential Information shall be returned or destroyed.

7. MISCELLANEOUS PROVISIONS

{{miscellaneous\_provisions}}

This Agreement shall be governed by applicable state law and any disputes shall be resolved through binding arbitration.

SIGNATURES:

|  |  |
| --- | --- |
| DISCLOSING PARTY: | RECEIVING PARTY: |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: {{disclosing\_party\_name}} Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: {{receiving\_party\_name}} Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |