

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of *[Insert Date Here]*, by and between *[Your Company Name]*, a *[State]* corporation with its principal office located at *[Your Company Address]* ("Disclosing Party"), and *[Recipient's Name]*, a *[State]* corporation with its principal office located at *[Recipient's Address]* ("Receiving Party").

I. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of evaluating a potential business relationship between the parties (the "Purpose"). The Receiving Party agrees to receive and use the Confidential Information solely for the Purpose, and both parties agree to protect the Confidential Information according to the terms of this Agreement.

II. Definition of Confidential Information

A. Confidential Information

"Confidential Information" means any data or information, whether written, oral, electronic, or in any other form, that is disclosed by the Disclosing Party to the Receiving Party and is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to:

- Business plans, financial data, marketing strategies, customer lists, supplier information, product specifications, designs, prototypes, software, technical data, processes, methodologies, inventions, research, and development.
- Any other information that is proprietary to the Disclosing Party and not generally known to the public.

B. Exclusions from Confidential Information

Confidential Information does not include information that:

- Was in the public domain at the time it was disclosed or becomes publicly available through no fault of the Receiving Party.
- Was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by written records.
- Is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions.
- Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information, as demonstrated by written records.

III. Penalties for Breach of Confidentiality

In the event of a breach of this Agreement by the Receiving Party, the Receiving Party shall be liable for any resulting damages and legal fees incurred by the Disclosing Party in enforcing this Agreement. The Disclosing Party may seek any applicable legal and equitable remedies, including but not limited to injunctive relief and equitable compensation for any damages caused by such breach.

IV. Subcontractors and Third-Party Disclosures

The Receiving Party agrees that it shall not disclose any Confidential Information to any subcontractors or third parties without the prior written consent of the Disclosing Party. Any permitted disclosure to subcontractors or third parties shall be under obligations of confidentiality at least as restrictive as those contained herein.

V. Audit and Compliance Checks

The Receiving Party agrees that the Disclosing Party, at its own expense, shall have the right to audit the Receiving Party's compliance with its use and protection of the Confidential Information. Any audits shall be conducted during regular business hours and upon reasonable advance notice to the Receiving Party.

VI. Non-Solicitation and Force Majeure

A. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, the Receiving Party shall not, either directly or indirectly, solicit or attempt to solicit any employee or consultant of the Disclosing Party.

B. Force Majeure

No party shall be liable for any failure to perform its obligations under this Agreement if such failure results from any act of nature, governmental authority, or other circumstances beyond the reasonable control of the parties.

VII. Dispute Resolution

All disputes arising out of or in connection with this Agreement shall be resolved by binding arbitration in accordance with the rules of the *[Arbitration Institution]*. Any such arbitration shall be conducted in *[City, State]*. Judgment upon the award rendered in arbitration may be entered in any court of competent jurisdiction.

VIII. Authority of Signatories

Each signatory to this Agreement represents and warrants that they have the authority to execute this Agreement on behalf of the respective party, and that this Agreement constitutes a legal, valid, and binding obligation of such party.

IX. Miscellaneous

A. 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.

B. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements and understandings. This Agreement may not be amended or modified except in writing signed by both parties.

X. Signatures

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

Disclosing Party:

[Your Company Name]

Signature

Receiving Party:

[Recipient's Name]

Signature