

Non-disclosure agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of [AGREEMENT DATE], by and between:

Disclosing Party: [DISCLOSING PARTY FULL LEGAL NAME], with its principal place of business at [DISCLOSING PARTY ADDRESS];

and

Receiving Party: [RECEIVING PARTY FULL LEGAL NAME], with its principal place of business at [RECEIVING PARTY ADDRESS].

1. PURPOSE

The Parties wish to explore a potential business relationship concerning [DESCRIBE PURPOSE] ("Purpose"). In connection with the Purpose, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including but not limited to: business plans, financial data, trade secrets, technical information, client lists, pricing information, and proprietary processes.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

Hold all Confidential Information in strict confidence;

Not disclose any Confidential Information to third parties without prior written consent of the Disclosing Party;

Use the Confidential Information solely for the Purpose described herein;

Limit access to Confidential Information to those employees or agents who have a need to know and who are bound by confidentiality obligations no less restrictive than those contained herein;

Promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information.

4. EXCLUSIONS

Confidential Information shall not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is rightfully received from a third party without restriction; (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) is required to be disclosed by law or

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court order, provided the Receiving Party gives prior written notice to the Disclosing Party.

5. TERM

This Agreement shall remain in effect for a period of [TERM IN YEARS] years from the date of execution, unless earlier terminated by mutual written agreement of the Parties.

6. RETURN OF INFORMATION

Upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of [GOVERNING LAW STATE].

8. SIGNATURES

DISCLOSING PARTY:

Signature: _____

Name: [DISCLOSING PARTY SIGNATORY NAME]

Title: [DISCLOSING PARTY SIGNATORY TITLE]

Date: [DISCLOSING PARTY SIGNATURE DATE]

RECEIVING PARTY:

Signature: _____

Name: [RECEIVING PARTY SIGNATORY NAME]

Title: [RECEIVING PARTY SIGNATORY TITLE]

Date: [RECEIVING PARTY SIGNATURE DATE]