Non-Disclosure Agreement (NDA)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_ between:

DISCLOSING PARTY:

Name/Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECEIVING PARTY:

Name/Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECITALS:

The parties wish to explore a business relationship and may need to share confidential information.

AGREEMENT:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes all technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

2. NON-DISCLOSURE OBLIGATIONS

Receiving Party agrees to:

a) Hold all Confidential Information in strict confidence

b) Not disclose Confidential Information to third parties

c) Use Confidential Information solely for evaluation purposes

3. EXCEPTIONS

This Agreement does not apply to information that:

a) Is publicly available

b) Was known prior to disclosure

c) Is independently developed

d) Is required to be disclosed by law

4. TERM

This Agreement shall remain in effect for \_\_\_\_\_ years from the date of signing.

5. REMEDIES

Breach of this Agreement may cause irreparable harm, and the Disclosing Party may seek injunctive relief.

SIGNATURES:

Disclosing Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Receiving Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_