

# 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: \_\_\_\_\_