**NON-DISCLOSURE AGREEMENT**

Effective Date: [DATE]

**PARTIES**

This Non-Disclosure Agreement ("Agreement") is entered into by and between:

Disclosing Party: [DISCLOSING PARTY NAME], a [STATE] [ENTITY TYPE], with a principal place of business at [ADDRESS] ("Disclosing Party");

and

Receiving Party: [RECEIVING PARTY NAME], a [STATE] [ENTITY TYPE], with a principal place of business at [ADDRESS] ("Receiving Party").

Disclosing Party and Receiving Party may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, Disclosing Party possesses certain confidential and proprietary information relating to [DESCRIPTION OF BUSINESS/PROJECT]; and

WHEREAS, Receiving Party desires to receive certain Confidential Information for the purpose of [PURPOSE OF DISCLOSURE]; and

WHEREAS, Disclosing Party is willing to disclose such Confidential Information to Receiving Party subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DEFINITION OF CONFIDENTIAL INFORMATION**

1.1 "Confidential Information" means any and all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, in writing, electronically, or by any other means, including but not limited to: (a) trade secrets; (b) business plans and strategies; (c) financial information and projections; (d) customer and supplier lists; (e) marketing plans and data; (f) technical data, specifications, and designs; (g) software, algorithms, and source code; (h) research and development information; and (i) any other information designated as confidential or that reasonably should be understood to be confidential.

1.2 Confidential Information includes all copies, reproductions, summaries, analyses, compilations, or other materials derived from or containing Confidential Information.

**2. OBLIGATIONS OF RECEIVING PARTY**

2.1 Confidentiality. Receiving Party agrees to: (a) hold and maintain the Confidential Information in strict confidence; (b) not disclose the Confidential Information to any third parties without the prior written consent of Disclosing Party; (c) use the Confidential Information solely for the Purpose; and (d) protect the Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

2.2 Limited Disclosure. Receiving Party may disclose Confidential Information only to its employees, agents, and contractors who: (a) have a need to know for the Purpose; (b) have been informed of the confidential nature of the information; and (c) are bound by confidentiality obligations at least as protective as those contained herein.

2.3 No License. Nothing in this Agreement grants Receiving Party any license or rights in or to the Confidential Information, except the limited right to use such information for the Purpose.

**3. EXCLUSIONS**

3.1 The obligations of confidentiality shall not apply to information that: (a) was publicly available at the time of disclosure; (b) becomes publicly available through no fault or breach by Receiving Party; (c) was rightfully in Receiving Party's possession prior to disclosure, as evidenced by written records; (d) is independently developed by Receiving Party without use of or reference to the Confidential Information; or (e) is rightfully obtained by Receiving Party from a third party without restriction on disclosure.

3.2 Required Disclosure. If Receiving Party is required by law, regulation, or court order to disclose Confidential Information, Receiving Party shall: (a) provide prompt written notice to Disclosing Party to allow Disclosing Party to seek a protective order; (b) cooperate with Disclosing Party in seeking such protection; and (c) disclose only the minimum information required.

**4. TERM AND TERMINATION**

4.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of [NUMBER] years, unless earlier terminated as provided herein.

4.2 Survival. The confidentiality obligations under this Agreement shall survive termination or expiration and shall remain in effect for a period of [NUMBER] years following such termination or expiration, or for as long as the Confidential Information remains a trade secret under applicable law, whichever is longer.

**5. RETURN OF MATERIALS**

5.1 Upon termination of this Agreement, or upon request by Disclosing Party, Receiving Party shall promptly: (a) return all Confidential Information and all copies thereof to Disclosing Party; or (b) destroy all Confidential Information and all copies thereof and provide written certification of such destruction.

**6. REMEDIES**

6.1 Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages may be inadequate. Accordingly, Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available at law or in equity.

**7. GENERAL PROVISIONS**

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without regard to its conflict of laws principles.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating thereto.

7.3 Amendment. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

7.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party.

7.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.**

DISCLOSING PARTY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [PRINT NAME]

Title: [TITLE]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECEIVING PARTY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [PRINT NAME]

Title: [TITLE]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_