

NON-DISCLOSURE AGREEMENT

Location: _____ Date: _____

Parties:

Disclosing Party: _____

Receiving Party: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all information, whether oral or written, disclosed by the Disclosing Party to the Receiving Party that 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, strategies, financial information, forecasts, projections, customer lists and data, inventions, trade secrets, technical data, software, designs, drawings, processes, formulas, and other proprietary information.

2. Obligations of Receiving Party

The Receiving Party shall: (a) hold the Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information from unauthorized disclosure; (b) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) not use any Confidential Information for any purpose except to evaluate or pursue a business relationship or transaction with the Disclosing Party; and (d) promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party shall provide prompt notice to allow the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

4. Return or Destruction of Materials

Upon termination of discussions or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information, including all copies, summaries, and extracts thereof, and certify in writing that such return or destruction has been completed, except to the extent retention is required by law or regulation, in which case the Receiving Party shall continue to treat such Confidential Information as confidential in accordance with this Agreement.

5. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any license or other rights under any patent, copyright, trade secret, trademark, or other intellectual property right of the Disclosing Party, except the limited right to use the Confidential Information solely for the purposes described herein.

6. No Warranty

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

7. Term

This Agreement shall commence on the Effective Date and continue until the Confidential Information no longer qualifies as confidential or until terminated by either party with thirty (30) days' prior written notice. Obligations with respect to any Confidential Information shall survive termination for a period of five (5) years.

8. Remedies

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity without the requirement to post bond or prove actual damages.

9. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in _____ County, _____.

10. Entire Agreement

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

11. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

12. No Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof.

13. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

14. Signatures; Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by electronic means (including PDF or scanned copies) shall be deemed originals and binding.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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