

SIMPLE NON-DISCLOSURE AGREEMENT

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

Disclosing Party:

Name / Entity: _____

Address: _____

Receiving Party:

Name / Entity: _____

Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by Disclosing Party to Receiving Party that is not generally known to the public and that relates to the business, operations, processes, products, services, customers, technology, designs, drawings, specifications, or other proprietary information.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) was in Receiving Party's possession without restriction in relation to disclosure before receiving it from Disclosing Party; (b) is or becomes publicly available through no breach of this Agreement by Receiving Party; (c) is received from a third party free to disclose it without restriction; or (d) is independently developed by Receiving Party without use of or reference to Confidential Information.

4. Term

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence remains in effect indefinitely, or until such time as the Confidential Information no longer qualifies as confidential.

5. Return of Materials

All documents and other tangible materials containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of Disclosing Party and shall be returned promptly to Disclosing Party upon Disclosing Party's written request.

6. No License

Nothing in this Agreement grants Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. No Warranty

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

8. Remedies

Receiving Party acknowledges that monetary damages may not be sufficient to remedy unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled to seek injunctive or equitable relief as a remedy in addition to monetary damages.

9. Governing Law

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 laws principles.

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, or representations.

11. Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

14. Waiver

No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

15. Counterparts

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

16. No Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

17. Relationship of Parties

Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee, agent, or legal representative of the other.

18. Headings

Headings used in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

19. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or sent by certified mail, return receipt requested, or by nationally recognized overnight courier to the parties at their addresses listed above.

20. Signatures

The parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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