

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on _____ between:

DISCLOSING PARTY: _____ at
_____.

RECEIVING PARTY: _____ at
_____.

1. PURPOSE

The parties wish to explore _____ [Purpose]. In furtherance, Disclosing Party may share Confidential Information.

2. CONFIDENTIAL INFORMATION

Includes: trade secrets, customer lists, financial data, business plans, designs, marketing strategies, source code, and any information marked confidential.

3. EXCLUSIONS

Does NOT include information that is: (a) publicly known; (b) already known to Receiving Party; (c) independently developed; (d) rightfully obtained from third parties.

4. OBLIGATIONS

Receiving Party shall: (a) hold information in strict confidence; (b) use only for the Purpose; (c) limit access to authorized personnel; (d) take reasonable security measures; (e) not disclose to third parties without consent.

5. TERM

Confidentiality obligations remain in effect for _____ years from disclosure. Trade secrets remain confidential indefinitely while qualifying as such.

6. RETURN OF MATERIALS

Upon termination or request, Receiving Party shall return or destroy all Confidential Information and certify destruction in writing.

7. REMEDIES

Breach causes irreparable harm. Disclosing Party entitled to injunctive relief and other available remedies.

8. GOVERNING LAW

Governed by laws of the State of _____.

DISCLOSING PARTY:

Signature: _____ Date: _____

Printed Name: _____

RECEIVING PARTY:

Signature: _____ Date: _____

Printed Name: _____

DISCLAIMER: This template is for informational purposes only and does not constitute legal advice. Laws vary by state. Consult a licensed attorney before executing this agreement.