

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between: **Company:** _____

Address: _____

Recipient: _____

Address: _____

1. Purpose

The parties wish to explore a business relationship in connection with which confidential information may be disclosed. **2. Definition of Confidential Information**

Confidential Information includes all non-public, proprietary, or sensitive information disclosed by the Company, whether orally, in writing, or electronically, including but not limited to business plans, customer data, financial information, trade secrets, software, and technical data. **3. Obligations of Recipient**

The Recipient agrees to:

- Maintain the confidentiality of the Confidential Information.
- Use the information solely for the stated Purpose.

- Not disclose the information to any third party without prior written consent.
- Protect the information with reasonable care. **4. Exclusions**

Confidential Information does not include information that:

- Is publicly available through no breach of this Agreement.

- Was already known to the Recipient prior to disclosure.

- Is received from a third party without breach of any obligation.

- Is independently developed without use of the Confidential Information. **5. Term**

This Agreement shall remain in effect for ___ years from the Effective Date. The duty to protect Confidential Information survives termination of this Agreement. **6. Return of Materials**

Upon request, the Recipient shall promptly return or destroy all confidential materials. **7. No License**

Nothing in this Agreement grants any rights to intellectual property except as expressly stated. **8.**

Governing Law

This Agreement shall be governed by the laws of _____. **9. Remedies**

The Recipient acknowledges that unauthorized disclosure may cause irreparable harm, and the Company may seek injunctive relief in addition to other remedies. **10. Entire Agreement**

This document constitutes the entire agreement between the parties regarding confidentiality.

Company Representative

Name: _____

Signature: _____

Date: _____

Recipient

Name: _____

Signature: _____

Date: _____