

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20, by and between:

Disclosing Party:

Name: _____

Address: _____

City, State, Post Code: _____

Receiving Party:

Name: _____

Address: _____

City, State, Post Code: _____

Collectively referred to as the "Parties."

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Disclosing Party, whether such information is identified as Confidential Information by Disclosing Party. Confidential Information includes, but is not limited to:

- Business plans and strategies
 - Financial information
 - Marketing and sales information
 - Customer lists and contact information
 - Product specifications and designs
 - Research and development information
 - Technical data and know-how
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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 carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. 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:

- Is already known to the Receiving Party at the time of disclosure
 - Is or becomes publicly known through no wrongful act of the Receiving Party
 - Is received from a third party without breach of any obligation of confidentiality
 - Is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information
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4. Term

This Agreement shall commence on the date first written above and continue in full force and effect for a period of ___ years. The obligations of confidentiality under this Agreement shall continue indefinitely with respect to Confidential Information that constitutes a trade secret under applicable law.

5. Return of Materials

Upon termination of this Agreement, or upon request of the Disclosing Party, Receiving Party shall promptly return all documents and other tangible materials representing the Confidential Information and all copies thereof.

6. No License

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

7. No Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

9. Remedies

Receiving Party agrees that any breach of this Agreement will cause irreparable harm to Disclosing Party for which damages would not be an adequate remedy, and therefore, Disclosing Party shall be entitled to seek injunctive relief with respect thereto in addition to any other remedies.

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement may not be amended except in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Disclosing Party:

Signature: _____

Name: _____

Title: _____

Receiving Party:

Signature: _____

Name: _____

Title: _____

Feel free to customize this NDA template as needed to fit your specific requirements. It's also recommended to have it reviewed by a legal professional to ensure it complies with applicable laws and addresses all necessary concerns.