

# NON-DISCLOSURE AGREEMENT

*Mutual NDA — for protecting confidential information exchanged between two parties*

Contract No.: \_\_\_\_\_

This Non-Disclosure Agreement (the “Agreement”) is entered into as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between:

## PARTY 1

<b>Legal Name</b>	
<b>Address</b>	
<b>Tax ID / Reg. No.</b>	
<b>Authorized Representative</b>	
<b>Email</b>	
<b>Telephone</b>	

## PARTY 2

<b>Legal Name</b>	
<b>Address</b>	
<b>Tax ID / Reg. No.</b>	
<b>Authorized Representative</b>	
<b>Email</b>	
<b>Telephone</b>	

Each party may disclose Confidential Information to the other; both are “Parties” and individually a “Party.”

### 1. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by one Party (“Discloser”) to the other (“Recipient”), in any form, that is identified as confidential or that should reasonably be understood as confidential, including but not limited to business plans, financial information, customer lists, trade secrets, technical data, and product designs.

**2. Exclusions**

Confidential Information does not include information that: (a) is or becomes publicly known through no fault of Recipient; (b) was rightfully known to Recipient before disclosure; (c) is independently developed without reference to the Confidential Information; or (d) is rightfully obtained from a third party without breach of any obligation.

**3. Obligations**

Recipient shall: (a) use Confidential Information solely for the purpose of evaluating or pursuing the business relationship between the Parties (the "Purpose"); (b) protect it with the same degree of care it uses for its own confidential information, but no less than reasonable care; and (c) limit access to employees and advisors who need to know and are bound by confidentiality obligations at least as protective as this Agreement.

**4. Term**

This Agreement shall remain in effect for \_\_\_\_ (\_\_) years from the Effective Date. The confidentiality obligations shall survive termination for a period of \_\_\_\_ (\_\_) years thereafter, or indefinitely with respect to trade secrets.

**5. Return or Destruction**

Upon written request, Recipient shall promptly return or destroy all Confidential Information and certify destruction in writing.

**6. Remedies**

The Parties acknowledge that breach of this Agreement may cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

**7. General**

This Agreement is governed by the laws of \_\_\_\_\_. It constitutes the entire understanding between the Parties regarding its subject matter and may only be amended in writing signed by both Parties.

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.*

<p><b>PARTY 1</b></p>          <hr/>		<p><b>PARTY 2</b></p>          <hr/>
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Signature <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	Signature <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
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— END OF AGREEMENT —

*This template is for general informational purposes only and is not legal advice. Consult a qualified attorney before use.*