# Non-Disclosure Agreement (NDA)

\*\*This Non-Disclosure Agreement (the “Agreement”) is entered into as of [Date] by and between:\*\*  
  
\*\*[Your Business Name]\*\*  
Address: [Your Business Address]  
("Disclosing Party")  
  
and  
  
\*\*[Recipient’s Name or Business Name]\*\*  
Address: [Recipient’s Address]  
("Receiving Party")  
  
\*\*Collectively referred to as the "Parties."\*\*

## 1. Purpose

The purpose of this Agreement is to protect confidential and proprietary information disclosed by the Disclosing Party to the Receiving Party in connection with [specific purpose, e.g., "a potential business partnership," "product development," etc.].

## 2. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” includes, but is not limited to:  
  
- Business plans, financial data, marketing strategies, and operational techniques.  
- Trade secrets, designs, formulas, methods, processes, and inventions.  
- Customer lists, vendor details, and employee information.  
- Any other information marked or identified as “confidential” at the time of disclosure.  
  
Confidential Information does not include information that:  
- Is publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party.  
- Is known to the Receiving Party prior to disclosure by the Disclosing Party.  
- Is independently developed by the Receiving Party without reference to the Disclosing Party’s information.  
- Is required to be disclosed by law or court order, provided the Receiving Party gives prior written notice to the Disclosing Party.

## 3. Obligations of the Receiving Party

The Receiving Party agrees to:  
  
- Maintain the confidentiality of the Disclosing Party’s Confidential Information.  
- Use the Confidential Information solely for the Purpose outlined in this Agreement.  
- Restrict disclosure of the Confidential Information to employees, contractors, or agents who need to know the information for the Purpose and are bound by confidentiality obligations.  
- Return or destroy all Confidential Information upon written request or termination of this Agreement.

## 4. Term

This Agreement and the obligations of confidentiality shall remain in effect for [X years] from the date of disclosure, unless terminated earlier in writing by the Disclosing Party.

## 5. No License

Nothing in this Agreement shall be construed as granting the Receiving Party any ownership rights or license to the Confidential Information.

## 6. Remedies

The Parties acknowledge that any breach of this Agreement may cause irreparable harm to the Disclosing Party. In such cases, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available under law.

## 7. Governing Law

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

## 8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior agreements or understandings, whether written or oral.

## 9. Amendments

Any amendments to this Agreement must be made in writing and signed by both Parties.

\*\*10. Signatures\*\*  
  
\*\*Disclosing Party:\*\*  
[Your Business Name]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
\*\*Receiving Party:\*\*  
[Recipient’s Name or Business Name]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This template is a starting point and should be customized based on the needs of your business and local laws. You may also want to consult a legal professional to ensure compliance with regulations.*