

## Non-Disclosure Agreement (NDA)

This Non-Disclosure and Confidentiality Agreement is entered into and effective as of \_\_\_\_\_ [DD/MM/YYYY].

**Between:** \_\_\_\_\_ [Company Name],  
Disclosing Party

\_\_\_\_\_  
\_\_\_\_\_[Company Address / Contact Details]  
\_\_\_\_\_[Representative Name]

**And:** \_\_\_\_\_ [Company Name],  
Receiving Party

\_\_\_\_\_  
\_\_\_\_\_[Company Address / Contact Details]  
\_\_\_\_\_[Representative Name]

Both parties agree to the following terms:

- 1. Definitions.** "Confidential Information" refers to any kind of information, data, knowledge, or intelligence related to the Disclosing Party in written, visual, oral, or any other tangible form. This could include:
  - a. Technical information regarding the Disclosing Party's products and services, internal processes, techniques, formulas, software code, test results, discoveries, and correspondence.
  - b. Business information regarding sales data, cost information, marketing methods, customer lists, customer information, business plans, leads, supplier lists, advertising strategies, and/or information regarding any other affiliated partner.
- 2. Confidentiality.** The Receiving Party acknowledges that the information types outlined above must remain confidential, and agrees to:
  - a. Not disclose the above information to any third-party.
  - b. Not copy, modify, or clone the above information.
  - c. Not use the above information in an unauthorized manner including for advertising or promotional purposes.
- 3. Use.** The Receiving Party shall not disclose or in any way profit from any "Confidential Information" provided by the Disclosing Party.
- 4. Exclusions.** "Confidential Information" does not include:
  - a. Information that is publicly known.
  - b. Information previously discovered by Receiving Party prior to this disclosure.

- 5. Termination and Return of Information.** Upon termination of this agreement, the Receiving Party shall:
- a. Return all documents or materials containing "Confidential Information" back to the Disclosing Party.
  - b. Destroy all documents or materials containing "Confidential Information".
- 6. Ownership.** This agreement is non-transferable. Should this agreement need to be transferred to another party, written consent is required from both parties.
- 7. Modifications.** Any additions or modifications to this Non-Disclosure Agreement must be:
- a. Made in writing
  - b. Signed by both parties
- 8. Applicable Law.** This Non-Disclosure Agreement shall be governed under the laws of \_\_\_\_\_ [State/Country].

I hereby certify that I have read the above Non-Disclosure Agreement and understand the directives regarding confidentiality and "Confidential Information". I agree to not disclose any such information to any unauthorized person or third party, for both private or professional use, now or in the future.

**Disclosing Party:**

Name (print) \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of representative) (Name of organization)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Receiving Party:**

Name (print) \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of representative) (Name of organization)

Signature \_\_\_\_\_ Date \_\_\_\_\_