

# NON DISCLOSURE AGREEMENT FORM

This Non Disclosure Agreement ("Agreement") is entered into as of the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_, by and between:

Party 1: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Party 2: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Collectively referred to as the "Parties" and individually as a "Party."

## 1. PURPOSE

The Parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each Party may disclose to the other certain confidential and proprietary information (the "Confidential Information").

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information, whether written, electronic, or oral, that is disclosed by one Party to the other and is designated as confidential or that, given the nature of the information or circumstances surrounding its

disclosure, should reasonably be understood to be confidential. Confidential Information also includes, but is not limited to, business plans, financial statements, customer lists, and proprietary technology.

### 3. OBLIGATIONS OF NON-DISCLOSURE

The Parties agree to maintain the confidentiality of the Confidential Information and to not disclose it to any third party without the prior written consent of the disclosing Party. Each Party agrees to use the Confidential Information solely for the purpose of evaluating the potential business relationship. The receiving Party shall protect the Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

### 4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information shall not include information that:

- a. Is or becomes publicly known through no wrongful act of the receiving Party;
- b. Is already known to the receiving Party at the time of disclosure;
- c. Is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information;
- d. Is disclosed to the receiving Party by a third party who had the right to make such disclosure.

### 5. TERM

This Agreement shall commence on the date first written above and shall continue in effect until \_\_\_\_\_, 20\_\_, unless terminated earlier by either Party with thirty (30) days written notice to the other Party. The obligations of confidentiality shall survive the termination of this Agreement for a period of five (5) years.

### 6. RETURN OF MATERIALS

Upon termination of this Agreement, or upon the disclosing Party's request, the receiving Party shall return or destroy all materials containing Confidential Information and certify in writing that it has complied with these obligations.

## 7. NO LICENSE

Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, or other intellectual property of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information except as expressly set forth herein.

## 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_, for any disputes arising out of or relating to this Agreement.

## 9. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

## 10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

## 11. AMENDMENTS

This Agreement may not be amended or modified except by a written agreement signed by both Parties.

## 12. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed

given when delivered personally, sent by facsimile (with confirmation of receipt), sent by certified mail, or sent by recognized overnight courier service, to the addresses set forth above.

### 13. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which damages would not be an adequate remedy, and therefore, each Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Non Disclosure Agreement as of the date first above written.

Party 1 Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Party 2 Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Notary Public (if applicable):

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public

in and for said State, personally appeared \_\_\_\_\_ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_