NON-DISCLOSURE AGREEMENT

Date (the **"Effective Date"**):

_____

State: _____

County:_____

This Non-Disclosure (the "**Agreement**") is made and entered into as of the Effective Date by and between the following parties,

hereinafter collectively referred to as the **"Parties"** and each individually as the **"Party"**:

DISCLOSING PARTY:

(the **"Disclosing Party"**),

Name:_____
_____
_____
Address: _____
_____
_____
Representative: _____
_____
Email/Phone number: _____
_____

RECEIVING PARTY:

(the **"Receiving Party"**),

Name:_____
_____
_____
Address: _____
_____
_____
Representative: _____
_____
Email/Phone number: _____
_____

PURPOSE OF AGREEMENT:

The Parties intend to engage in the negotiation and sharing of Confidential Information for the purpose of (the **"Purpose(s)"**): [*choose one or several*]

- ☐ Employment
- ☐ Contract Work (contractor, freelancer, etc.)
- ☐ Business Partnership
- ☐ Sale of a Business
- ☐ Other _____

CONFIDENTIAL INFORMATION:

Pursuant to this Agreement Confidential Information (the "**Confidential Information**") includes, but is not limited to:

- ☐ Any non-public information, whether written, oral, electronic, or in any other form, that is disclosed by the Disclosing Party to the Receiving Party and that is marked confidential or should reasonably be understood to be confidential in view of the nature of the information and the circumstances surrounding its disclosure.

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☐ Other

_____
_____
_____
_____
_____

The Confidential Information does not include information that:

- Was already known to the Receiving Party prior to disclosure by the Disclosing Party.
- Became publicly known through no fault of the Receiving Party.
- Independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

☐ Apart from the above-mentioned the Confidential Information does not include:

_____
_____

NON-DISCLOSURE OBLIGATIONS:

The Receiving Party agrees to: [*choose one or several*]

☐ Keep all Confidential Information confidential and do not disclose it to third parties without the prior consent of the Disclosing Party.
☐ Use Confidential Information exclusively for the Purpose specified above and take all reasonable precautions to protect the Confidential Information against unauthorized use, publication or disclosure.
☐ Restrict access to Confidential Information to employees, contractors, and/or consultants who have a legitimate need to have access to it for a Purpose(s) and who are bound by confidentiality obligations.
☐ Notify the Disclosing Party immediately of any disclosures that became known to the Receiving Party.
☐ Other

_____

TERM AND TERMINATION:

This Agreement shall commence on the Effective Date and shall continue for a period of _____ unless the Disclosing Party sends written notice releasing the Receiving Party from this Agreement earlier.

NOTICE:

Any notice under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth herein or to such other address as one party may have furnished to the other in writing or or to emails set forth herein.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by and interpreted in accordance with the laws of _____ State, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of _____ State.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Disclosing Party's Name and Signature: _____

Receiving Party's Name and Signature: _____

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