

NON-DISCLOSURE AGREEMENT

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This Non-Disclosure Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTY A LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [PARTY A ADDRESS] ("**Party A**"); and

[PARTY B LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] ("**Party B**").

Party A and Party B are each a "**Party**" and together the "**Parties**."

Recitals. The Parties wish to explore or pursue a potential business relationship described as [BRIEF DESCRIPTION OF PURPOSE, e.g. evaluating a possible product integration] (the "**Purpose**"). In connection with the Purpose, each Party may disclose to the other certain non-public information that it wishes to protect. In consideration of the mutual promises below, and intending to be legally bound, the Parties agree as follows.

Note on direction. This template is drafted as a mutual (two-way) agreement, in which either Party may act as discloser or recipient. If only one Party will share confidential information, you may adapt it into a one-way agreement by deleting the reciprocal language and naming a single Disclosing Party and Receiving Party. Confirm the right structure with counsel.

1. Definitions

1.1 Disclosing Party; Receiving Party. "**Disclosing Party**" means the Party that discloses Confidential Information under this Agreement. "**Receiving Party**" means the Party that receives it. Because this Agreement is mutual, each Party may be a Disclosing Party as to some information and a Receiving Party as to other information.

1.2 Confidential Information. "**Confidential Information**" means non-public information disclosed by the Disclosing Party to the Receiving Party, in any form (oral, written, electronic, or visual), that is marked or identified as confidential, or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, financial and pricing information, customer and supplier lists, product designs and roadmaps, source code, technical data, trade secrets, and the existence and terms of the Parties' discussions.

1.3 Representatives. "**Representatives**" means a Party's directors, officers, employees, affiliates, and professional advisors (such as attorneys, accountants, and financial advisors) who have a need to know the Confidential Information for the Purpose.

2. Obligations of Confidentiality

2.1 Use restriction. The Receiving Party will use Confidential Information solely to evaluate or carry out the Purpose, and for no other purpose. The Receiving Party will not use Confidential Information to compete with, or to the disadvantage of, the Disclosing Party.

2.2 Standard of care. The Receiving Party will protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, and in no event less than a reasonable degree of care.

2.3 Limited disclosure. The Receiving Party may disclose Confidential Information only to its Representatives who need it for the Purpose and who are bound by confidentiality obligations (by contract, policy, or professional duty) at least as protective as those in this Agreement. The Receiving Party is responsible for any breach of this Agreement by its Representatives.

2.4 No reverse engineering. The Receiving Party will not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Confidential Information, except to the extent applicable law expressly permits despite this restriction.

3. Exclusions from Confidential Information

3.1 The Receiving Party's obligations do not apply to information that the Receiving Party can demonstrate by competent evidence:

(a) is or becomes generally available to the public through no act or omission of the Receiving Party or its Representatives;

(b) was rightfully known to the Receiving Party, without restriction, before it was disclosed by the Disclosing Party;

(c) is rightfully received by the Receiving Party from a third party who is not under an obligation of confidentiality to the Disclosing Party; or

(d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Compelled Disclosure

4.1 The Receiving Party may disclose Confidential Information to the extent required by law, regulation, subpoena, or court or governmental order, provided that, where legally permitted, the Receiving Party first gives the Disclosing Party prompt written notice and reasonable cooperation (at the Disclosing Party's expense) so the Disclosing Party may seek a protective order or other confidential treatment. The Receiving Party will disclose only that portion of the Confidential Information it is legally required to disclose.

5. Term and Return of Materials

5.1 Term. This Agreement begins on the Effective Date and continues until terminated by either Party on **[NUMBER, e.g. 30]** days' prior written notice.

5.2 Survival of obligations. The Receiving Party's obligations as to Confidential Information already disclosed survive termination and continue for **[NUMBER, e.g. 3]** years after the date of disclosure, except that obligations as to any information that constitutes a trade secret continue for as long as that information remains a trade secret under applicable law.

5.3 Return or destruction. On the Disclosing Party's written request or on termination, the Receiving Party will promptly return or destroy all Confidential Information in its possession or control, and certify the destruction in

writing if requested. The Receiving Party may retain copies required by law or contained in routine, non-targeted electronic backups, which remain subject to this Agreement for as long as they are retained.

6. No License or Warranty

6.1 No license. Except for the limited right to use Confidential Information for the Purpose, nothing in this Agreement grants the Receiving Party any right, title, license, or interest, by implication or otherwise, in the Disclosing Party's Confidential Information or intellectual property.

6.2 No representation or warranty. All Confidential Information is provided "as is." The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of its Confidential Information, and will have no liability arising from the Receiving Party's use of it.

6.3 No obligation to proceed. Nothing in this Agreement obligates either Party to proceed with the Purpose, to enter into any further agreement, or to disclose any particular information.

7. Remedies

7.1 Injunctive relief. The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information may cause the Disclosing Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party is entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting a bond where permitted by applicable law.

7.2 Cumulative remedies. The remedies in this Agreement are cumulative and not exclusive of any other remedy available to the Disclosing Party.

8. General Provisions

8.1 Independent parties. The Parties are independent. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice. This Agreement binds and benefits the Parties' permitted successors and assigns.

8.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes all prior discussions and understandings. It may be amended only by a writing signed by both Parties.

8.6 Severability and waiver. If any provision is found unenforceable, the rest remains in effect, and the unenforceable provision will be enforced to the greatest extent permitted. A Party's failure to enforce a provision is not a waiver of that provision or any other.

8.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PARTY A

PARTY B

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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