**EXAMPLE NON-DISCLOSURE AGREEMENT**

**This Non-Disclosure Agreement (the "Agreement") is entered into as of {Date}, by and between:**

**1. {Company Name},**
a {Company State} corporation with its principal office located at {Company Address} (the "Disclosing Party"),

**and**

**2. {Recipient Name},**
a {Recipient State} corporation/individual with its principal office/residence located at {Recipient Address} (the "Receiving Party").

**1. Purpose**
The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of [describe the purpose] (the "Purpose").

**2. Definition of Confidential Information**
For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, that is disclosed by the Disclosing Party to the Receiving Party that is identified as confidential at the time of disclosure, or that should reasonably be understood by the Receiving Party to be confidential.

**3. Obligations of Receiving Party**
The Receiving Party agrees to:

* a) Maintain the confidentiality of the Confidential Information and not to disclose it to any third party without the prior written consent of the Disclosing Party.
* b) Use the Confidential Information solely for the Purpose.
* c) Take all reasonable steps to protect the confidentiality of the Confidential Information.

**4. Exclusions from Confidential Information**
Confidential Information does not include information that:

* a) Is or becomes publicly available without breach of this Agreement.
* b) Is known to the Receiving Party prior to disclosure by the Disclosing Party.
* c) Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.
* d) Is required to be disclosed by law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement.

**5. Term**
This Agreement and the obligations of confidentiality shall remain in effect for a period of {Agreement Duration} years from the date of disclosure of the Confidential Information, or until the Confidential Information no longer qualifies as confidential, whichever occurs first.

**6. Return of Materials**
Upon termination of this Agreement, or upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

**7. No License**
Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, trade secret, or other intellectual property of the Disclosing Party.

**8. No Warranty**
All Confidential Information is provided "as is." The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

**9. Miscellaneous**

* a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
* b) This Agreement may not be amended except by a written agreement signed by both parties.
* c) This Agreement shall be governed by and construed in accordance with the laws of the State of {Company State}.
* d) Any legal action or proceeding relating to this Agreement shall be brought in the courts of {Company State}, and each party consents to the jurisdiction thereof.

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

**{Company Name}**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**{Recipient's Name}**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_