

# Non-Disclosure Agreement (NDA)

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

by and between:

**Disclosing Party:**

Name / Company Name

**Receiving Party:**

Name / Company Name

**Address of Disclosing Party:**

Address

**Address of Receiving Party:**

Address

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

## 2. Obligations of Receiving Party

1. Receiving Party agrees not to disclose, publish, or disseminate Confidential Information to any third party.
2. Receiving Party agrees to restrict access to Confidential Information to its employees, contractors, and third parties as necessary and only for the disclosed purpose and subject to confidentiality obligations at least as restrictive as those set forth herein.
3. Receiving Party shall not copy, reverse engineer, or otherwise use Confidential Information, except as expressly authorized by Disclosing Party in writing.

## 3. Time Limit

The obligations of confidentiality set forth in this Agreement shall remain in effect for  months  from the date of disclosure of the Confidential Information.

## 4. Exclusions

- The restrictions of this Agreement shall not apply to information that is or becomes publicly available through no fault of Receiving Party;
- Is already known to Receiving Party prior to receipt from Disclosing Party;
- Is rightfully received by Receiving Party from a third party without duty of confidentiality;
- Is independently developed by Receiving Party without use of or reference to Confidential Information.

## 5. Return of Materials

Upon expiration or termination of this Agreement, or upon written request of Disclosing Party, Receiving Party shall promptly return or destroy all materials containing Confidential Information.

## 6. General Provisions

- This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, and representations.
- This Agreement shall be governed by and construed in accordance with the laws of

Jurisdiction (e.g., State, Country)

IN WITNESS WHEREOF

The parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

**Disclosing Party**

Name:

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

Date:

**Receiving Party**

Name:

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

Date:

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This is a sample Non-Disclosure Agreement (NDA) template with a time limit. Parties should seek legal advice before executing.