

# Standard Non-Disclosure Agreement (NDA)

This **Non-Disclosure Agreement** ("Agreement") is made and entered into as of [Date], by and between [Disclosing Party Name], with its principal offices at [Address] ("Disclosing Party") and [Receiving Party Name], with its principal offices at [Address] ("Receiving Party").

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information that the Disclosing Party provides to the Receiving Party, including but not limited to business plans, strategies, customer lists, documents, data, and trade secrets.

## 2. Obligations of Receiving Party

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
2. The Receiving Party shall not, without prior written approval from the Disclosing Party, use for its own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information.
3. The Receiving Party shall take all reasonable steps to prevent unauthorized use or disclosure of the Confidential Information.

## 3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is already in the possession of the Receiving Party without obligation of confidentiality; or
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## 4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for [Duration, e.g., two (2) years] from the date of disclosure.

## 5. Return of Materials

Upon the request of the Disclosing Party, the Receiving Party shall promptly return all documents and other tangible materials representing the Confidential Information and all copies thereof.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

## 7. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any amendments must be in writing and signed by both parties.

### Disclosing Party

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Receiving Party

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*This document is a sample form. Parties should seek legal advice before signing any agreement.*