

# NON-DISCLOSURE AGREEMENT

This Confidential Information and Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [<Insert Date>](#), by and between

## Disclosing Party

Company Name	
Address (principal place of business)	
City	
Zip	
State (Province)	
Country	

## Receiving Party

Company Name	
Address (principal place of business)	
City	
Zip	
State (Province)	
Country	

In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of Confidential Information to each other, the parties to this Agreement agree as follows:

1. As used herein, "Disclosing Party" is the party disclosing Confidential Information. "Receiving Party" is the party receiving Confidential Information. "Confidential Information" or "Proprietary Information" is all confidential information or proprietary information

- (i) identified in written or oral format by the Disclosing Party to the Receiving Party to this Agreement with a competitive advantage, including trade secrets, computer software, circuits designs, schematics, data and know-how, copyrightable materials, inventions, marketing plans, strategies, business, financial and product development plans, timetables, forecasts and customer lists as related to the products and services (current and prospective) of each of the parties.
- (ii) or the Receiving Party knows or has reason to know the disclosed information is confidential, trade secret or proprietary information of the Disclosing Party.
2. The Confidential Information and/or Proprietary Information contemplated for disclosure under this Agreement includes but is not limited to the following:  
<Insert here subject of discussion>
  3. The parties agree that all Confidential Information shall be and remain the sole property of the Disclosing Party. The Disclosing Party shall be the sole owner of all rights, title, patents, copyrights, trademark and other proprietary rights in connection therewith and that no license is granted, assigned or implied to be granted to Receiving Party hereby.
  4. The Receiving Party agrees to hold in confidence and trust and to maintain as confidential all Confidential Information of Disclosing Party. The Receiving Party shall not use or disclose, directly or indirectly, the Confidential Information, or any information derived therefrom, to any third person without prior written approval from the Disclosing Party.
  5. All Confidential Information is provided by each party and accepted by the other party "AS IS", and nothing contained herein, nor any information or material furnished relating to such Confidential Information, shall constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other

with respect to the infringement of trademark, patents, copyrights, any right of privacy, or any right of third party.

6. Except for actions arising out of or related to either party's breach of the obligations herein, in no event shall either party be liable to the other in connection with said Confidential Information including, without limitation, any direct, indirect, incidental, special or consequential damages, including loss of revenue or profits.
7. The provisions in this Agreement shall not apply to any information
  - (i) which is in the public domain at the time of disclosure to the Receiving Party or which thereafter enters the public domain through no action or inaction by the Receiving Party or its employees; or
  - (ii) which the Receiving Party can establish and document was in the possession of or known by the Receiving party prior to its receipt from the Disclosing party;
  - (iii) which is rightfully disclosed to the Receiving party from a source other than the Disclosing Party without any obligation of confidentiality;
  - (iv) which the Receiving party can establish was independently developed by the Receiving Party; or
  - (v) is approved for release by written authorization of the Disclosing Party. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products or technology without use of the other party's Confidential Information. No provision of this agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative(s) drafted all or any part hereto.
8. The Receiving Party may make disclosures required by court order, civil investigative demand, or other legal process provided that the Receiving Party uses its best efforts to limit such disclosure and to obtain confidential treatment or a protective order for the Confidential Information and has given the disclosing party reasonable notice and opportunity to participate in the proceeding.
9. Upon the Disclosing Party's request, the Receiving Party shall

- (i) cease using the Confidential Information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand.

10. This Agreement shall remain in effect for a period of three (3) years from the date hereof, unless earlier terminated by either party upon a thirty (30) day written notice to the other. Notwithstanding the termination or expiration of the Agreement, the obligations of the Receiving Party not to disclose any Confidential Information to third party pursuant to this Agreement shall remain in effect for a period of three (3) years following the date of its disclosure by the Disclosing Party to the Receiving Party.

This Agreement shall be construed in accordance with the laws of the [<insert applicable law/place of jurisdiction>](#) as of the date first set forth above. This Agreement may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have agreed and executed this Agreement as of the date last written below:

**Disclosing party**

Signee	
Title	
Signature	
Date	

**Receiving Party**

Signee	
Title	
Signature	
Date	