# Non-Disclosure Agreement (NDA)

*This Non-Disclosure Agreement ("Agreement") is entered into to protect confidential and proprietary information disclosed during discussions, negotiations, or business activities between the parties. It defines limits and conditions for sharing such information and ensures both parties understand the obligations to maintain confidentiality.*

## 1. Parties

This Agreement is entered into as of **{effectiveDate}** by and between:

* **Disclosing Party:** {disclosingPartyName}, with address at {disclosingPartyAddress}
* **Receiving Party:** {receivingPartyName}, with address at {receivingPartyAddress}

## 2. Definitions

**"Confidential Information"** means any data or information that is proprietary to the Disclosing Party, not generally known to the public, and disclosed to the Receiving Party in any form, whether oral, written, electronic, or otherwise.

## 3. Obligations of Receiving Party

* Maintain confidentiality of the Confidential Information.
* Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
* Use Confidential Information only for the purpose of {purposeOfDisclosure}.

## 4. Exclusions from Confidential Information

This Agreement does not cover information that:

{#exclusions}

* {description}

{/exclusions}

## 5. Term

This Agreement shall commence on the above effective date and shall continue in effect until {terminationCondition}.

## 6. Return of Materials

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

## 7. Remedies

The Receiving Party agrees that any violation of this Agreement may cause irreparable harm to the Disclosing Party, and thus the Disclosing Party shall be entitled to seek injunctive relief in addition to any other legal remedies.

## 8. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of {governingLawJurisdiction}.

## 9. Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Authorized Representative** | **Title** | **Date** |
| {#signatures}{party} | {representative} | {title} | {date}{/signatures} |

This Agreement constitutes the complete understanding between the parties regarding the subject matter and supersedes any prior agreements. No amendment shall be effective unless in writing and signed by both parties.