

# BASIC NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between:

**Disclosing Party:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Receiving Party:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**1. Definition of Confidential Information**

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

**2. Obligations of Receiving Party**

The Receiving Party agrees (a) to keep the Confidential Information confidential and not disclose it to any third party without prior written consent of the Disclosing Party; (b) to use the Confidential Information solely for the purpose of evaluating or engaging in discussions concerning a potential business relationship between the parties; and (c) to take all reasonable measures to protect the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but no less than a reasonable standard of care.

**3. Exclusions from Confidential Information**

Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement by the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is lawfully received from a third party without restriction and without breach of this Agreement; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**4. Term**

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until terminated by mutual written agreement of the parties.

**5. Return or Destruction of Materials**

Upon termination of this Agreement or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information, including all copies and summaries thereof, and certify in writing such return or destruction.

**6. No License or Ownership Rights**

Nothing in this Agreement shall be construed as granting any license or ownership rights to the Receiving Party under any patents, copyrights, trade secrets, or other intellectual property rights of the Disclosing Party, except as expressly set forth herein.

**7. 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.

#### **8. Remedies**

The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in addition to any other rights or remedies available at law.

#### **9. Governing Law and Jurisdiction**

This Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of \_\_\_\_\_, without regard to conflict of laws principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any disputes arising out of or relating to this Agreement.

#### **10. Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous understandings, agreements, or representations. Any amendments or modifications must be in writing and signed by both parties.

#### **11. Severability**

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **12. No Waiver**

The failure to enforce any provision of this Agreement shall not constitute a waiver of any term or condition, nor affect the right to enforce any other provision.

#### **13. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic or PDF signatures shall have the same force and effect as original signatures.

#### **14. Relationship of Parties**

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

#### **15. Notices**

Any notices required or permitted under this Agreement shall be given in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above or such other address as either party may designate in writing.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

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

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

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