

NON-DISCLOSURE AGREEMENT

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

Disclosing Party:

Name: _____

Address: _____

Email / Phone: _____

Receiving Party:

Name: _____

Address: _____

Email / Phone: _____

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information provided by the Disclosing Party to the Receiving Party, including but not limited to patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Disclosing Party.

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Receiving Party's obligations under this Agreement shall not extend to information that is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

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 a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. RETURN OF MATERIALS

Any materials or documents that have been furnished by Disclosing Party to Receiving Party shall be promptly returned by Receiving Party, accompanied by all copies of such documentation, within ten (10) days upon written request by Disclosing Party.

6. NO LICENSE

Nothing in this Agreement is intended to grant any rights to Receiving Party under any patent, mask work right, copyright, trade secret, or other intellectual property right of Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

8. REMEDIES

Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Disclosing Party, entitling Disclosing Party to seek injunctive relief in addition to all legal remedies.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions.

10. SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties relating to the protection of Confidential Information and supersedes all prior discussions, agreements, and understandings of every kind and nature between them.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. NON-WAIVER

Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

14. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party.

15. NOTICES

All notices under this Agreement shall be in writing and delivered via personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier to the addresses set forth above or such other address as either party may specify in writing.

16. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties.

17. SURVIVAL

The confidentiality obligations of Receiving Party shall survive termination or expiration of this Agreement.

18. NO OBLIGATION TO PROCEED

Nothing herein obligates either party to proceed with any proposed transaction or relationship in connection with the Confidential Information.

19. AUTHORITY

Each party represents that it has the right, power, and authority to enter into this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

20. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the effective date written above.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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