

NB! This sample document is provided for informational purposes only, and should not be construed as legal advice on any subject matter. For legal advice, individuals and entities using this document are encouraged to consult their own legal counsel.

NON-DISCLOSURE AGREEMENT

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This **Non-Disclosure Agreement** (this "**Agreement**") is entered into as of the **DATE** by and between **COMPANY A** (collectively, the "**Discloser**"), and **COMPANY B** (the "**Recipient**,"") (each of the Discloser and Recipient is a "**Party**" and together, the "**Parties**").

WHEREAS; in the course of their business engagement, the Recipient may receive Confidential Information (as hereinafter defined) from the Discloser now therefore, the Recipient hereby undertakes and agrees, as a material condition for any disclosure of any Confidential Information to be made from the Discloser or on its behalf to the Recipient or on its behalf, to strictly abide by the terms and conditions set forth below:

1. **Confidential Information**

1.1 **DEFINE WHAT CONFIDENTIAL INFORMATION IS.** For example: The term "**Confidential Information**" means any and all information and know-how of a private, secret or confidential nature, in whatever form, that relates to the business, financial condition, technology and/or products of the Discloser, its customers, potential customers, suppliers or potential suppliers, provided or disclosed to the Recipient or which becomes known to the Recipient, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature. **YOU CAN ALSO DEFINE WHAT WHAT CONFIDENTIAL INFORMATION INCLUDES.** For example: all forms and types of financial, business, scientific, technical, or engineering information and know-how, including but not limited to specifications, prototypes, designs, techniques, processes, procedures,

1.2 **DEFINE WHAT CONFIDENTIAL INFORMATION IS NOT.** Confidential Information shall not include information or matter that the Recipient can demonstrate by reasonable and tangible evidence that: (a) was already known to the Recipient prior to its disclosure pursuant to this Agreement; (b) has become a part of the public knowledge, without a breach of this Agreement by the Recipient; or (c) is explicitly approved in writing by the Discloser for release by the Recipient.

2. **Obligations of the Recipient**

2.1 **LIST ALL THE OBLIGATIONS THE RECIPIENT SHOULD ACCEPT. Mention all the relevant options.** For example: The Recipient shall treat all Confidential Information of the Discloser as strictly confidential and secure, and:

- a) shall not make use, directly or indirectly, copy, reproduce...
- b) shall not analyze or attempt to analyze Confidential Information or any part of it;
- c) shall protect Confidential Information from unauthorized use or disclosure;
- d) shall not use it to gain competitive advantage;
- e) shall notify upon discovery of unauthorized use or disclosure.
- f)

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2.2 **SPECIFY THAT THE RECIPIENT DON'T GAIN ANY INTELLECTUAL PROPERTY RIGHTS.** For example: The disclosure of the Confidential Information pursuant to this Agreement shall not grant the Recipient any express or implied license or right in such Confidential Information, including without limitation any right or license to any patent, trademark, copyright, trade secret... .

2.3. **SPECIFY THE POSSIBILITY OF SPECIFIC REQUESTS AND REQUIRED ACTIONS.** For example: The Recipient shall destroy or return to the Discloser immediately upon its request all copies of the Confidential Information, without retaining copies thereof....

3. **Miscellaneous**

SPECIFY OTHER DETAILS REGARDING THE FUTURE COOPERATION. For example:

- Assignment.
- Obligations.
- Warranty.
- Term.
- Compelled Disclosure.
- Remedy.
- Trade Secrets.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

COMPANY A

COMPANY B

Company details and signatures of the respective parties

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