

NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AGREEMENT (NDA) — MUTUAL OR ONE-WAY

AGREEMENT NO.

EFFECTIVE DATE

This Non-Disclosure Agreement (the “Agreement”) is entered into between the parties below to protect confidential information they share for the purpose described, and to define how that information may be used and must be kept secret.

1 THE PARTIES

DISCLOSING PARTY

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

RECEIVING PARTY

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 NATURE OF THE AGREEMENT

Select whether confidentiality obligations run one way or in both directions.

This NDA is:

☐ Mutual (both parties disclose)

☐ One-way (only the Disclosing Party discloses)

3 PURPOSE

The parties are exploring or conducting the relationship described below (the “Purpose”), and Confidential Information may be exchanged only to advance that Purpose.

DESCRIPTION OF THE PURPOSE / RELATIONSHIP

4 DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means non-public information disclosed by one party to the other, in any form, that is marked confidential or that a reasonable person would understand to be confidential, including business plans, finances, customer and vendor lists, designs, source code, know-how, and trade secrets.

5 OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party will use Confidential Information solely for the Purpose, limit access to those who need to know and are bound by similar obligations, protect it with at least reasonable care, and not disclose it to any third party without prior written consent.

6 EXCLUSIONS

Confidential Information does not include information that is or becomes public through no fault of the Receiving Party, was already lawfully known, is independently developed without use of the Confidential Information, or is rightfully received from a third party. Disclosure required by law is permitted with prompt notice where allowed.

7 TERM & RETURN OF MATERIALS

This Agreement applies for the period below and confidentiality obligations survive as stated. On request or termination, the Receiving Party will return or destroy Confidential Information. Trade secrets remain protected for as long as they qualify as such.

TERM OF AGREEMENT

CONFIDENTIALITY SURVIVES FOR

8 NO LICENSE; REMEDIES

No license or ownership right is granted by disclosure. The parties agree that a breach may cause irreparable harm for which money damages are inadequate, and the disclosing party may seek injunctive relief in addition to any other remedy.

9 GENERAL TERMS

This Agreement is governed by the laws of the state identified below, without regard to its conflict-of-laws rules, and represents the entire agreement between the parties, superseding all prior discussions. It may be amended only by a writing signed by both parties. If any provision is held invalid, the remaining provisions remain in full force. Neither party is liable for delays or failures caused by events beyond its reasonable control (including weather, natural disasters, supply or labor shortages, or governmental action). Notices must be in writing and delivered to the addresses shown above. This Agreement may be signed in counterparts, including electronically.

GOVERNING STATE / JURISDICTION

10 ADDITIONAL TERMS

The parties may record additional agreed terms or special provisions below. Any handwritten addition or alteration should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

DISCLOSING PARTY SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

RECEIVING PARTY SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)