

Sample

Non-Disclosure Agreement (NDA)

Non-disclosure agreement

This Non-disclosure Agreement ("Agreement") is entered into effective (change this: insert date) (the "Effective Date") between:

(change this: add who is the Disclosing Party) (the "Disclosing Party"), hereinafter referred to as the "Disclosing Party" ("Disclosing Party", which expression shall mean and include its authorized representative(s), associates, affiliate, partners it may be appointing on its behalf or who benefit from this Agreement),

and

(change this: add who is the Recipient Party) hereinafter referred to as the "Recipient Party" ("Recipient Party", which expression shall mean and include its authorized representative(s), associates, affiliate, partners it may be appointing on its behalf or who benefit from this Agreement).

The Disclosing Party and the Recipient Party are referred to each as a Party and collectively as the Parties.

The Parties wish to discuss certain business opportunities. These discussions may require the Disclosing Party to disclose Confidential Information to the Recipient Party. The Parties wish to protect that Confidential Information.

This is adapted for one-way NDA. If you need mutual NDA, [create your own NDA agreement](#).

Definitions

Disclosing Party means the Party whose Confidential Information is received by the Recipient Party.

Recipient Party means the Party that receives the Disclosing Party's Confidential Information.

Confidential Information

Confidential Information means any information of or about the Disclosing Party that is:

- is identified as "confidential" or "proprietary" or "private" at the time of disclosure, when delivered orally or by any other means

You can include more in this list by [creating your own NDA agreement](#).

Confidential Information will not apply to information that is:

- already in Recipient Party's possession without obligation of confidentiality
- obtained from a third party without obligation of confidentiality
- independently developed by the Recipient Party

Obligations and exceptions to obligations

The Disclosing Party warrants that it has the right to disclose its Confidential Information to the Recipient Party.

The Recipient Party agrees not to use the Confidential Information for its own use or for any other purpose other than to carry out the discussions on business opportunities between the Parties.

The Recipient Party agrees that it will not, without the prior written consent of the Disclosing Party:

- copy, reproduce, distribute or disclose any of the Disclosing Party's Confidential Information to any person, corporation or other entity other than as permitted in writing between the Parties

You can include more in this list by [creating your own NDA agreement](#).

Nothing in this Agreement:

- restricts the right of a Party to develop, procure or market products and/or services which may be competitive with those offered by the other Party so long as there is no authorized use of the Confidential Information of the other Party

Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of (change this: insert country and state).

Termination

This Agreement will be effective as of the Effective Date and will continue for (change this: insert the duration of the NDA), unless terminated by each Party upon (change this: insert how many days for a notice) prior written notice.

[Create your own Non-disclosure Agreement](#)

One-way or mutual protection

Disclaimer: Legal information is not legal advice. [Read the disclaimer](#).