

Non-Disclosure Agreement

Prepared with Signathing. Roles: First Party, Second Party.

1. Parties and purpose

First Party (name or business): _____

Second Party (name or business): _____

Purpose of sharing (the deal, project or relationship being discussed): _____

Effective date: _____

Each party may share confidential information with the other for the Purpose. Each party is a Receiving Party for what it receives and a Disclosing Party for what it shares, and the same duties apply to both.

2. What is confidential

Confidential Information is non-public information disclosed by one party to the other in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential, including business plans, customer and pricing information, financial figures, product designs, source code, and the fact that the parties are talking.

It does not include information that is or becomes public through no fault of the Receiving Party, that the Receiving Party already had without a duty of confidence, that it receives from a third party who is free to share it, or that it develops on its own without using the Disclosing Party's information.

3. Duties of the Receiving Party

The Receiving Party uses Confidential Information only for the Purpose, protects it with at least the care it uses for its own confidential information and never less than reasonable care, and shares it only with its employees, advisors and contractors who need it for the Purpose and are bound by duties at least as protective as these. The Receiving Party is responsible for those people. Confidential Information may not be reverse engineered, copied beyond what the Purpose needs, or used to compete with the Disclosing Party.

4. Required disclosure

If a court, regulator or law requires the Receiving Party to disclose Confidential Information, it may do so after giving the Disclosing Party prompt notice, where lawful, and a chance to seek protection, and it discloses only what is required.

5. Term

Information may be exchanged under this agreement for (years) from the effective date: _____

The duty of confidence lasts (years) after the last disclosure: _____

Trade secrets stay protected for as long as they remain trade secrets under the law that applies. Either party may stop exchanging information at any time with written notice, and the duties here continue for the period above.

6. Return, ownership and remedies

On request, or when the Purpose ends, each party returns or destroys the other's Confidential Information and confirms in writing that it has, except for copies kept in routine backups or required by law, which stay confidential. Nothing here transfers ownership or grants a license, and neither party is obliged to do business with the other. A breach may cause harm that money cannot fix, so the Disclosing Party may seek an injunction in addition to other remedies.

7. Other terms

Governing state: _____

First Party's email for notices: _____

Second Party's email for notices: _____

Notices under this agreement go to the email addresses above. This is the whole agreement about confidentiality for the Purpose and replaces earlier discussions of it. Changes must be in writing and signed by both. Neither party may assign it without the other's consent, except to a successor to its whole business. If a part is unenforceable, the rest stands. Each party has read and received a copy.

Signatures

First Party

Signature

Date

Printed name

Second Party

Signature

Date

Printed name