

Non-Disclosure Agreement (NDA)

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This Non-Disclosure Agreement ("Agreement") is entered into as of [Effective Date] by and between:

Disclosing Party: [Company Name], located at [Address]

Receiving Party: [Recipient Name / Company], located at [Address]

Collectively referred to as the "Parties."

1. Purpose

The Parties wish to explore a potential business relationship (the "Purpose"). In connection with that relationship, the Disclosing Party may share confidential information with the Receiving Party.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Disclosing Party, whether oral, written, or electronic, that is designated as confidential or that reasonably should be understood to be confidential given the context. This includes but is not limited to:

- Business plans, strategies, and financial information
- Technical data, trade secrets, and know-how
- Customer and vendor lists
- Product specifications and prototypes

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach by the Receiving Party
- Was already known to the Receiving Party before disclosure
- Is independently developed by the Receiving Party without use of Confidential Information
- Is required to be disclosed by law or court order (with prompt prior notice to the Disclosing Party, if permitted)

4. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential
- Use the Confidential Information solely for the Purpose

- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party
- Limit access to Confidential Information to employees or contractors who need it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement

5. Term

This Agreement is effective as of [Effective Date] and will remain in effect for [Number] years, unless terminated earlier by written agreement of both Parties.

6. Return of Information

Upon request, the Receiving Party will promptly return or destroy all Confidential Information and certify in writing that it has done so.

7. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

8. Remedies

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. The Disclosing Party may seek injunctive or other equitable relief without waiving any other rights or remedies.

9. Governing Law

This Agreement is governed by the laws of the state of [State].

SIGNATURES

[Company Name]

Signature: _____

Name: _____

Title: _____

Date: _____

[Recipient Name / Company]

Signature: _____

Name: _____

Title: _____

Date: _____

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