

Simple Non-Disclosure Agreement (NDA) for Partnerships

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

- **[Partner 1 Name]**, with a principal place of business at [Address],
- and
- **[Partner 2 Name]**, with a principal place of business at [Address],

individually referred to as "Party" and collectively as the "Parties."

1. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or confidential information disclosed by either Party to the other, directly or indirectly, in any form, including but not limited to business plans, data, trade secrets, or financial information related to the partnership.

2. Obligations

1. The receiving Party shall not disclose, publish, or communicate Confidential Information to any third party without prior written consent from the disclosing Party.
2. The receiving Party shall use Confidential Information solely for the purpose of exploring or executing a partnership between the Parties.
3. Both Parties shall take reasonable steps to protect the confidentiality of such information.

3. Exclusions

Confidential Information does not include information that:

- Was already publicly known at the time of disclosure,
- Becomes publicly available through no fault of the receiving Party,
- Is lawfully obtained from another source, or
- Is required to be disclosed by law or court order.

4. Term

This Agreement and the obligations herein shall remain in effect for a period of **[2 years]** from the date of the last disclosure of Confidential Information.

5. Return of Information

Upon request, either Party shall promptly return or destroy all materials containing Confidential Information.

6. No License

Nothing in this Agreement grants either Party any right or license under any intellectual property of the other Party.

7. Governing Law

This Agreement shall be governed by the laws of **[Your State/Country]**.

Partner 1 Name:

Date:

Partner 2 Name:

Date:
