

# Non-Disclosure Arrangement for Entrepreneurial Partnerships

Date: \_\_\_\_\_

Parties:

Disclosing Party: \_\_\_\_\_

Receiving Party: \_\_\_\_\_

## 1. Definition of Confidential Information

For the purposes of this Arrangement, "Confidential Information" refers to any non-public information, technical data, or know-how, including but not limited to business plans, strategies, financial data, inventions, ideas, drawings, specifications, and any other proprietary information disclosed by either party in connection with the entrepreneurial partnership.

## 2. Obligations of Receiving Party

- To maintain the confidentiality of the Confidential Information.
- To not disclose any Confidential Information to third parties without prior written consent of the Disclosing Party.
- To use Confidential Information solely for the purpose of evaluating or pursuing a partnership.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Arrangement;
- Was known to the Receiving Party prior to disclosure;
- Is received from a third party without violation of confidentiality obligations;
- Is independently developed by the Receiving Party without use of Confidential Information.

## 4. Term

This Arrangement is effective as of the date above and will remain in force for a period of two (2) years, unless terminated earlier by agreement of both parties in writing.

## 5. Return of Materials

Upon written request, the Receiving Party shall return or destroy all documents and materials containing Confidential Information.

## 6. No License

Nothing in this Arrangement grants the Receiving Party any rights or licenses in or to the Confidential Information, except as expressly set out herein.

## 7. Governing Law

This Arrangement shall be governed and construed in accordance with the laws of

\_\_\_\_\_.

\_\_\_\_\_  
Disclosing Party  
Date: \_\_\_\_\_

\_\_\_\_\_  
Receiving Party  
Date: \_\_\_\_\_