

# Simple Non-Disclosure Agreement (NDA) Template

This Simple Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

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

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, disclosed in any form by the Disclosing Party to the Receiving Party, whether orally or in writing and marked as confidential.

## 2. Obligations of Receiving Party

1. Keep the Confidential Information in strict confidence.
2. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. Use the Confidential Information solely for the purpose of commercial transaction discussions between the parties.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party.
- Is obtained by the Receiving Party from a third party, lawfully and without restriction.
- Is independently developed by the Receiving Party.
- Is disclosed under requirement of law or court order.

## 4. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date, or until terminated in writing by both parties, whichever occurs first.

## 5. Return of Materials

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof.

## 6. Governing Law

This Agreement shall be governed by the laws of the state of \_\_\_\_\_, without regard to its conflict of law principles.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior discussions.

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Disclosing Party

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

Receiving Party

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