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Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into by and between the disclosing party, referred to as the "Disclosing Party," and the receiving party, referred to as the "Recipient," collectively referred to as the "Parties," as of the Effective Date.

**1. Definition of Confidential Information:**

a. "Confidential Information" refers to any non-public information, knowledge, or data disclosed by the Disclosing Party to the Recipient, whether in writing, orally, electronically, or in any other form, that is marked as confidential or should reasonably be understood to be confidential based on the nature of the information and the circumstances of disclosure.

b. Confidential Information may include, but is not limited to, trade secrets, business plans, financial information, customer lists, marketing strategies, product specifications, technical data, software, inventions, know-how, and any other proprietary information.

**2. Non-Disclosure Obligations:**

a. The Recipient agrees to keep all Confidential Information received from the Disclosing Party strictly confidential and to use it only for the purpose of evaluating or engaging in a potential business relationship between the Parties, as specifically authorized by the Disclosing Party in writing.

b. The Recipient shall exercise the same degree of care and protection with respect to the Confidential Information as it would with its own confidential information of similar nature, but in no event less than a reasonable degree of care.

c. The Recipient shall not disclose, reproduce, distribute, publish, sell, or otherwise transfer any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under this Agreement or as required by law. d. The Recipient shall ensure that its employees, agents, or representatives who have access to the Confidential Information are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

**3. Exceptions:**

The obligations of confidentiality shall not apply to any information that:

a. Is already known to the Recipient at the time of disclosure, as evidenced by written records;

b. Is or becomes publicly available through no fault of the Recipient;

c. Is lawfully obtained by the Recipient from a third party without any obligation of confidentiality;

d. Is independently developed by the Recipient without reference to or use of the Confidential Information;

or

e. Is required to be disclosed by law, court order, or governmental or regulatory authority, provided that the Recipient provides prompt written notice to the Disclosing Party prior to such disclosure, to allow the Disclosing Party an opportunity to seek a protective order or other appropriate remedy.

**4. Ownership and Rights:**

The Disclosing Party retains all rights, title, and interest in and to the Confidential Information disclosed under this Agreement. This Agreement does not grant the Recipient any license or rights to use the Confidential Information except as expressly provided for in this Agreement.

**5. Obligations upon Termination:**

Upon termination of this Agreement or upon written request by the Disclosing Party, the Recipient shall promptly return or destroy, at the Disclosing Party's option, all Confidential Information and any copies, extracts, or summaries thereof, and provide written certification of such return or destruction.

**6. Non-Competition and Non-Solicitation:**

During the term of this Agreement and for a period of [Specify duration] after its termination, the Recipient shall not directly or indirectly compete with the Disclosing Party's business or engage in any activities that may be detrimental to the Disclosing Party's interests. Additionally, the Recipient shall not directly or indirectly solicit, recruit, or hire any employees, contractors, or consultants of the Disclosing Party without the prior written consent of the Disclosing Party.

**7. Remedies:**

The Parties agree that any breach of this Agreement may cause irreparable harm for which monetary damages may not be an adequate remedy. Therefore, in addition to any other remedies available at law or equity, the Disclosing Party shall be entitled to seek injunctive or equitable relief to enforce the provisions of this Agreement.

**8. Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of [Specify governing law], without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [Specify jurisdiction].

**9. Entire Agreement:**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether written or oral, relating to the Confidential Information.

**10. Severability:**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing below, the Parties acknowledge that they have read, understood, and agreed to be bound by the terms and conditions of this Universal Non-Disclosure Agreement.

**Disclosing Party:**

[Disclosing Party's Name]

[Disclosing Party's Signature]

[Date]

**Recipient:**

[Recipient's Name]

[Recipient's Signature]

[Date]