

# Non-Disclosure Agreement

## (Business Collaboration)

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

**Parties:**

**Disclosing Party:** [Company/Individual Name], with its principal place of business at [Address].

**Receiving Party:** [Company/Individual Name], with its principal place of business at [Address].

### 1. Purpose

The parties intend to explore a business collaboration and may disclose confidential information in connection with this purpose.

### 2. Definition of Confidential Information

"Confidential Information" means any information exchanged between the parties, whether oral, written, or electronic, that is designated as confidential or ought reasonably to be regarded as confidential, including but not limited to business strategies, financial data, and technical information.

### 3. Obligations of Receiving Party

The receiving party agrees to:

- (a) Keep all Confidential Information strictly confidential.
- (b) Not disclose Confidential Information to any third party without prior written consent.
- (c) Use the Confidential Information solely for the purpose stated above.

### 4. Exclusions

Confidential Information does not include information that:

- (a) Is or becomes publicly known through no fault of the receiving party;
- (b) Is rightfully obtained from a third party without obligation of confidentiality;
- (c) Is independently developed by the receiving party.

### 5. Duration

This Agreement, and the obligation to keep information confidential, shall remain in effect for [Insert Duration, e.g., 2 years] from the date of disclosure.

### 6. Return or Destruction

Upon request, the receiving party shall promptly return or destroy all Confidential Information.

### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction].

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**Disclosing Party**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**Receiving Party**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**Important Notes**

- An NDA is legally binding; review carefully before signing.
- Define "Confidential Information" clearly to avoid misunderstandings.
- Consult legal counsel for jurisdiction-specific requirements or additional clauses.
- This is a sample; tailor it to your specific collaboration and jurisdiction.