

Non-Disclosure Agreement (NDA)

PARTNERSHIPS

This Non-Disclosure Agreement ("Agreement") is entered into as of **[Date]** by and between **[Party A Name]**, with its principal place of business at **[Address]**, and **[Party B Name]**, with its principal place of business at **[Address]** (collectively, the "Parties").

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any data or information, oral or written, disclosed between the Parties in connection with partnership discussions, including but not limited to business plans, strategies, technology, products, customer lists, and financial information.

2. OBLIGATIONS OF RECEIVING PARTY

1. The Receiving Party agrees to maintain all Confidential Information in strict confidence.
2. The Receiving Party will not disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party.
3. The Receiving Party will use Confidential Information solely for evaluating or pursuing the potential partnership.

3. EXCLUSIONS

Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is already known to the Receiving Party at the time of disclosure;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

4. TERM

This Agreement shall remain in effect for **[Specify Duration, e.g. two (2) years]** from the Effective Date or until terminated by both Parties in writing.

5. GOVERNING LAW

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

Party A: **[Party A Name]**

Date: _____

Party B: **[Party B Name]**

Date: _____

IMPORTANT NOTES

- Customizing NDA terms for your specific partnership is recommended.
- This template does not replace legal advice; consult an attorney for your situation.
- Ensure all parties fill in correct names, addresses, and effective dates.
- Clearly define confidential information and exclusions for clarity and enforceability.
- Both parties should keep a signed copy of the agreement for their records.