

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement"), dated as of _____ by and between _____ of _____, _____ (the "Owner") and _____ of _____, _____ (the "Recipient"). Both Owner and Recipient may be referred to collectively as the "Parties" or singularly as a "Party." In consideration of the mutual promises and covenants set forth herein, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Owner and Recipient hereby agree as follows:

1. Confidential Information Defined. The term "Confidential Information" refers to any information of any kind, nature, or description, which is proprietary to Owner and not generally known other than by Owner. If such Confidential Information were to be divulged, disclosed, or otherwise communicated to third parties, it is likely that Owner would be adversely impacted. Confidential Information includes, but is not limited to, trade secrets, financial information, technical information, knowledge of internal operations, business strategies, details of intellectual properties, sales leads, mailing lists, existing customer contracts, customer specific information, employee lists, procedure manuals, or other data of any kind or nature or description that would be deemed confidential material important enough to warrant protection. Confidential Information shall not be construed to mean any information that (i) is or becomes available to the public through no action of Recipient, (ii) is disclosed to a party by a third party that possesses the legal right to do so, (iii) is developed independently by Recipient without the use of Confidential Information (iv) is disclosed pursuant to subpoena, order of a court of competent jurisdiction, or other legally required disclosure, (v) is disclosed to a government agency pursuant to a good faith belief and for the sole purpose of investigating legality, or (vi) is disclosed to Recipient by Owner accompanied with Owner's written approval to disclose.
2. Purpose of Disclosure. During the Confidential Information may be disclosed to the Recipient for the following purposes:

3. Nondisclosure Obligation. In consideration of the disclosure of Owner's Confidential Information, Recipient specifically covenants and agrees that they shall not, in any fashion form or manner, either directly or indirectly, divulge, disclose or communicate to any person or entity that is not employed or affiliated with Owner, in any manner whatsoever, any of the Owner's Confidential Information, or any information of any kind, nature, or description concerning any matters affecting or relating to the Owner's Confidential Information, without the prior written consent of the Owner
4. Non-Circumvention Obligation. The Recipient hereby agrees and warrants to the Owner that they shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest or relationship between the Parties with other interested or third parties to change, increase, or avoid, directly or indirectly, payment of established or to be established fees, commissions, participation, or continuance of a pre-established relationship or interfere in an uncontracted relationship with a third party in connection with an on-going or future transaction or project. Recipient agrees and covenants not to solicit business, enter into any transactions, or engage in negotiations, either directly or indirectly, with any third party related to Owner, introduced to Recipient by Owner during the term of this Agreement.
5. Additional Obligations. In addition, the Recipient agrees to undertake the following additional obligations:
 - a. Recipient shall not, during the of this Agreement, use, for the benefit of themselves or others, any Confidential Information of the Owner without the prior written consent of the Owner.
 - b. Recipient shall retain the Owner's Confidential Information in strict confidence and shall not use the same except as otherwise provided for in this Agreement
 - c. Upon termination of this Agreement, the Recipient shall return to Owner all documents, property, and other manifestations of Confidential Information received by Recipient from the Owner.
 - d. Recipient shall not retain copies or notes of any documents, property, or other manifestations of Confidential Information after returning the documents, property, or other manifestations to the Owner.
6. Term & Termination. The Agreement and its obligations will remain in full force and effect Owner may terminate the agreement at any time by providing the Recipient written notice 10 days in advance of the anticipated termination date.
7. Limitation of Rights. Nothing contained in this Agreement shall be construed as granting or conferring to either party any rights whatsoever, express or implied, by license or otherwise, in the other party's assets or the other party's Confidential Information, except for the use of the other party's Confidential Information as expressly provided herein. This Agreement is not intended and it shall not be construed to create or convey any right in or upon any person or entity not a party to this Agreement.
8. Injunctive Relief. If it appears that Recipient has disclosed, used, or has threatened to disclose or use Confidential Information in violation of this Agreement, Owner will be entitled to full injunctive relief. Owner is further entitled to pursue other remedies for a breach.
9. Governing Law and Forum Selection. This Agreement shall be governed by, and construed in accordance with the laws of the State of _____ without regard to principles of conflicts of law. Should any lawsuits be filed concerning any and all facts arising out of this Agreement, any lawsuits or claims must be decided in a court in the State of _____.
10. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.
11. Successors and Assigns. This agreement shall be binding upon Owner and Recipient's personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.
12. Waiver. The failure to exercise a right granted by this Agreement shall not be construed as a waiver of subsequent rights.

13. Headings. Headings contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision to this Agreement.
14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and contains all of the agreements between said parties and supersedes any and all other agreements, whether written or oral, with respect to the subject matter hereof. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge, or invalidate this Agreement or any provision hereof.
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Owner and Recipient have caused this Agreement to be executed as of the date first above written.

OWNER: RECIPIENT:

By:	By:
Name:	Name:
Title:	Title:

Non-Disclosure Agreement

Instruction Sheet

Also known as:

Confidentiality Agreement

What is it?

A non-disclosure agreement is a legally enforceable contract that prevents one party from divulging the confidential information of another party to unaffiliated people and entities. The confidential information it protects includes, but is not limited to, trade secrets, financial information, customer information, details of intellectual properties, and procedure manuals.

Why would I use it?

If confidential information will be disclosed to the other party in the course of business or to evaluate a proposed business transaction, using the non-disclosure agreement may be beneficial. The confidentiality agreement will serve as a security measure to prevent the unauthorized disclosure of confidential information. At the very least, it will give your company recourse in case the other party does make an unauthorized disclosure.

What do I do with the Non-Disclosure Agreement?*

1) Review

- Review the agreement and make sure all of the information contained within is correct.

2) Execute

- Both parties must sign the agreement to make it effective.

3) Maintain

- Both parties should each retain a copy of the agreement.

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