

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ [Date], by and between \_\_\_\_\_ [Party Disclosing Information], with its principal offices at \_\_\_\_\_ [Address], \_\_\_\_\_ ("Disclosing Party"), and \_\_\_\_\_ [Party Receiving Information], with its principal offices at \_\_\_\_\_ [Address], \_\_\_\_\_ ("Receiving Party").

## Purpose:

The Disclosing Party desires to share certain confidential information with the Receiving Party for \_\_\_\_\_ [Purpose of sharing information, e.g., "for the development of a mobile application"].

## Definition of Confidential Information

The Disclosing Party desires to share certain confidential information with the Receiving Party for \_\_\_\_\_ [Purpose of sharing information, e.g., "for the development of a mobile application"].

## Obligations of Receiving Party

**Non-Disclosure:** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written consent.

**Protection:** The Receiving Party must use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information but in no event less than reasonable care.

## Exceptions to Confidential Information

Confidential Information excludes information that:

- Is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- Is discovered or created by the Receiving Party before disclosure by the Disclosing Party;
- Is learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives;
- Is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

## Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ [Insert Time Period, e.g., "two years"] from the Effective Date unless otherwise terminated by either Party in writing.

## Consequences of Breach

In the event of a breach by the Receiving Party, the Disclosing Party shall be entitled to seek all legal and equitable remedies allowable under the law.

## Governing Law

This Agreement shall be governed by the laws of the State of \_\_\_\_\_ [Insert State/Country].

## Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral agreements between the Parties relating to the subject matter of this Agreement.

### Disclosing Party:

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

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

### Receiving Party:

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

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

*Again, this is a general template and should be customized to fit your specific needs and circumstances. Always consult with a legal advisor before using or signing any legal document.*

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