

NON-DISCLOSURE AGREEMENT FOR BUSINESS IDEA

Location: _____ Effective Date: _____

Parties Information:

Disclosing Party (Name): _____

Address: _____

Phone/Email: _____

Receiving Party (Name): _____

Address: _____

Phone/Email: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all non-public, proprietary, or confidential information, disclosed by Disclosing Party to Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including but not limited to business plans, strategies, customer lists, financial information, technical data, inventions, software, and trade secrets.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strict confidence, shall not disclose it to any third parties without prior written consent of Disclosing Party, and shall use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship or collaboration relating to the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) becomes generally available to the public other than through Receiving Party's breach of this Agreement; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information.

4. Term of Confidentiality

The obligations of Receiving Party under this Agreement shall continue for a period of five (5) years from the date of disclosure of the Confidential Information, or until such time as the Confidential Information no longer qualifies as confidential under applicable law, whichever occurs first.

5. No License or Ownership Rights

Nothing in this Agreement grants Receiving Party any rights, by license or otherwise, to use any Confidential Information except as expressly set forth herein. All Confidential Information remains the sole property of Disclosing Party.

6. Return or Destruction of Materials

Upon written request of Disclosing Party, Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies, notes, or extracts thereof, and certify in writing that such return or destruction has been completed.

7. Remedies

Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to

Disclosing Party for which monetary damages would be inadequate. Therefore, Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies, in addition to any other remedies available at law or in equity.

8. No Obligation to Proceed

Nothing herein obligates either party to proceed with any proposed transaction or relationship, and each party reserves the right, in its sole discretion, to terminate discussions at any time.

9. No Warranty

All Confidential Information is provided "AS IS" without any warranty, express or implied, as to its accuracy or completeness.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior discussions, agreements, or understandings of any kind.

12. Amendments

No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by both parties.

13. Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

14. Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

16. No Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

17. Relationship of Parties

Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship between the parties.

18. Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

19. Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or by electronic means capable of confirming transmission and receipt.

20. Survival

All obligations of confidentiality and restrictions on use with respect to Confidential Information shall survive termination or expiration of this Agreement for the period specified herein.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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