

NON-DISCLOSURE AGREEMENT (NDA)

1. **THE PARTIES.** This Non-Disclosure Agreement (the "Agreement") created this _____, is by and between _____ (the "1st Party") and _____ (the "2nd Party"), collectively known as the "Parties."

WHEREAS, this Agreement is for preventing the unauthorized disclosure of the confidential and proprietary information (the "Confidential Information"). The Parties agree as follows:

2. **AGREEMENT TYPE.** Check one (1):

- Unilateral – This Agreement shall be Unilateral, whereas the 1st Party shall have sole ownership of the Confidential Information with the 2nd Party being prohibited from disclosing the Confidential Information to be released by the 1st Party.
- Mutual – This Agreement shall be Mutual, whereas the Parties shall be prohibited from disclosing the Confidential Information that is to be shared between one another.

3. **DEFINITION.** The Confidential Information of a Party may include, but not be limited to that Party's: (1) plans, methods, and practices; (2) personnel, clients, and suppliers; (3) inventions, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, models, samples, tools, technical information, or other related information.

However, Confidential Information does not include information that is: a) generally available to the public, b) widely used practices and/or algorithms, c) rightfully in the possession of the Parties prior to signing this Agreement, and d) independently developed or created without the use of any of the provided Confidential Information.

4. **OBLIGATIONS.** The obligations of the Parties shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis. If any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the requesting Party within seven days. This Section shall not apply to the 1st Party if this Agreement is Unilateral as marked in Section 2.

5. **TIME FRAME.** The bounded Party's(ies)' duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

6. **ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

1st Party's Printed Name

1st Party's Signature

Date

2nd Party's Printed Name

2nd Party's Signature

Date