

# Non-Disclosure Agreement (NDA)

## For Franchise Partnerships

This Non-Disclosure Agreement ("Agreement") is entered into as of **[Date]** by and between **[Disclosing Party Name]**, located at **[Disclosing Party Address]** and **[Receiving Party Name]**, located at **[Receiving Party Address]** (collectively, the "Parties").

### 1. Purpose

The Parties wish to explore a potential franchise partnership and, in connection with this opportunity, may disclose certain confidential information to each other.

### 2. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means any business, technical, or financial information disclosed by either Party, whether in writing, orally, or by any other means, including but not limited to business processes, marketing strategies, intellectual property, trade secrets, operations, and customer data.

### 3. Obligations of Receiving Party

1. To maintain Confidential Information in strict confidence;
2. Not to disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
3. To use Confidential Information solely for the purpose of evaluating or pursuing a franchise partnership;
4. To take all reasonable precautions to prevent unauthorized disclosure.

### 4. Exceptions

The obligations of confidentiality do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is received from a third party legally entitled to disclose it;
- Was known to the Receiving Party prior to disclosure;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

### 5. Term

This Agreement is effective as of the date first written above and will remain in effect for a period of **[Number of Years]** years, or until terminated in writing by either Party, whichever is later. The obligations of confidentiality shall survive the termination of this Agreement.

### 6. Return or Destruction of Information

Upon written request, the Receiving Party will promptly return or destroy all Confidential Information and any copies thereof.

### 7. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

## 8. Governing Law

This Agreement shall be governed by the laws of **[Jurisdiction]**, without regard to its conflict of law provisions.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements.

Disclosing Party

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Name:

Title:

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

Receiving Party

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Name:

Title:

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