

# Non-Disclosure Agreement (Vendor Business Partnerships)

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between:

- **Disclosing Party:** \_\_\_\_\_
- **Receiving Party:** \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all non-public, confidential, or proprietary information, whether disclosed orally or in writing, including but not limited to business plans, technical data, financial information, customer lists, trade secrets, product designs, and any other sensitive information disclosed by either party during the course of evaluating or pursuing a vendor business partnership.

## 2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of evaluating or pursuing a business partnership between the parties.

### 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is already in the possession of the Receiving Party without restriction before receipt from the Disclosing Party;
- Is rightfully received from a third party without restriction;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

#### 4. Term

This Agreement and the Receiving Party's duty to hold Confidential Information in confidence remain in effect for a period of \_\_\_\_\_ years from the Effective Date.

## 5. Return of Materials

Upon request by the Disclosing Party, the Receiving Party will promptly return or destroy all materials containing Confidential Information.

## 6. No License

Nothing in this Agreement grants any rights to the Receiving Party under any patents, copyrights, trademarks, or other intellectual property of the Disclosing Party.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## 8. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior agreements or understandings.

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Disclosing Party Signature

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

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Receiving Party Signature

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