

# Standard Non-Disclosure Agreement for Business Negotiations

This Non-Disclosure Agreement ("Agreement") is entered into as of  
[Date]

by and between:

**Disclosing Party:**

[Disclosing Party Name]

**Address:**

[Disclosing Party Address]

**Receiving Party:**

[Receiving Party Name]

**Address:**

[Receiving Party Address]

WHEREAS, the parties wish to explore a business opportunity of mutual interest and, in connection with this opportunity, may disclose or receive confidential information.

## 1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by either party, in any form, that is designated as confidential or that a reasonable person would consider confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for evaluating or pursuing a business relationship or transaction with the Disclosing Party.
- Take reasonable measures to protect the confidentiality of the information.

## 3. Exclusions

The obligations above do not apply to information that:

- Is or becomes public knowledge through no fault of the Receiving Party;

- Is already known by the Receiving Party at the time of disclosure;
- Is lawfully obtained by the Receiving Party from a third party without breach of an obligation of confidentiality;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

## 4. Term

This Agreement and the Receiving Party's duty to hold the Confidential Information in confidence remains in effect for

[enter number, e.g., two (2)]

years from the date of disclosure, unless otherwise agreed in writing.

## 5. Return of Materials

Upon written request, the Receiving Party shall return or destroy all tangible materials embodying Confidential Information.

## 6. No License

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

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of  
[State/Country]

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## 8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior discussions or agreements.

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Disclosing Party

[Name/Title]

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

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Receiving Party

[Name/Title]

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