

NON-DISCLOSURE AGREEMENT (NDA)

- I. **THE PARTIES.** This Non-Disclosure Agreement ("Agreement") created on _____, 20____ is by and between:

1st Party: _____ ("1st Party"), with a mailing address of _____, and

2nd Party: _____ ("2nd Party"), with a mailing address of _____.

The 1st Party and 2nd Party are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement is made by the Parties to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

- II. **TYPE OF NDA.** (check one)

☐ - **Unilateral.** This Agreement shall be considered unilateral. Therefore, the 1st Party shall have sole ownership of the Confidential Information, with the 2nd Party being prohibited from disclosing confidential and proprietary information that is or has been released by the 1st Party.

☐ - **Mutual.** This Agreement shall be considered mutual. Therefore, both Parties shall be prohibited from disclosing confidential and proprietary information that is or has been shared between one another.

- III. **PURPOSE.** The purpose of this Agreement is for: (check one)

☐ - **Employment**

☐ - **Contract Work** (contractor, consultant, etc.)

☐ - **Business Partnership**

☐ - **Sale of a Business**

☐ - **Other.** _____.

- IV. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

