

Non-Disclosure Agreement

Confidentiality agreement to protect sensitive business information

Legal Notice: This NDA template is provided for general informational purposes. Consult with an attorney to ensure this agreement meets your specific needs and complies with applicable laws in your jurisdiction.

1. Agreement Type and Effective Date

Agreement Type*

-- Select Agreement Type --



Unilateral: One party discloses confidential information to another party

Mutual: Both parties exchange confidential information with each other

Multilateral: Three or more parties exchange confidential information

Effective Date*

dd/mm/yyyy



2. Disclosing Party Information

Entity Type*

-- Select Entity Type --



Full Legal Name*

Legal name of individual or entity

Street Address*

City*

State*

ZIP Code*

Phone Number

Email Address

Authorized Representative Name (if applicable)

Name of person signing on behalf of entity

Representative Title (if applicable)

e.g., CEO, President, Managing Partner

3. Receiving Party Information

Entity Type*

-- Select Entity Type --



Full Legal Name*

Legal name of individual or entity

Street Address*

City*

State*

ZIP Code*

Phone Number

Email Address

Authorized Representative Name (if applicable)

Name of person signing on behalf of entity

Representative Title (if applicable)

e.g., CEO, President, Managing Partner

4. Purpose and Permitted Use

Purpose of Disclosure*

Describe the specific business purpose for which confidential information will be shared (e.g., evaluating potential business partnership, discussing investment opportunity, assessing merger or acquisition)

Best Practice: Be specific about the purpose. Vague purposes like "general business discussions" create ambiguity about permitted uses and may be unenforceable.

Permitted Use of Confidential Information*

Specify how the receiving party may use the confidential information (e.g., for evaluation purposes only, limited to due diligence activities, restricted to feasibility assessment)

5. Definition of Confidential Information

Types of Confidential Information (check all that apply):

- Technical information (specifications, designs, formulas, processes)
- Business information (strategies, plans, marketing data)
- Financial information (statements, projections, pricing)
- Customer information (lists, data, relationships)
- Proprietary information (trade secrets, intellectual property)
- Product information (development plans, roadmaps, specifications)
- Personnel information (employee data, compensation, organizational structure)
- Legal information (contracts, agreements, litigation matters)

Additional Categories or Specific Items

Describe any additional types of confidential information not listed above

Marking Requirement*

-- Select Marking Requirement --



If Oral Disclosures Require Confirmation, Specify Time Period

e.g., 30 days, 10 business days

6. Exclusions from Confidential Information

Standard Exclusions: The following are typically NOT considered confidential information under NDAs:

Information shall not be considered confidential if it:

- Was publicly available at the time of disclosure or becomes publicly available through no breach of this agreement
- Was rightfully in the receiving party's possession prior to disclosure by the disclosing party
- Is rightfully obtained by the receiving party from a third party without breach of confidentiality obligations
- Is independently developed by the receiving party without use of or reference to confidential information
- Is required to be disclosed by law, court order, or government regulation (with notice to disclosing party)

Additional Exclusions (if any)

Specify any additional exclusions from confidential information

7. Obligations of Receiving Party

Standard of Care*

-- Select Standard of Care --



Receiving party agrees to:

- Maintain confidential information in strict confidence
- Not disclose confidential information to third parties without written consent
- Limit disclosure to employees, contractors, or advisors with a need to know
- Ensure all persons with access are bound by confidentiality obligations
- Not use confidential information except for the permitted purpose
- Not reverse engineer, decompile, or disassemble any confidential materials
- Immediately notify disclosing party of any unauthorized disclosure or use

Additional Obligations or Restrictions

Specify any additional obligations or restrictions on the receiving party

Disclosure to Representatives

-- Select Disclosure Rules --



8. Term and Termination

Agreement Duration*

-- Select Duration Type --



If Specific Term, Duration in Years*

e.g., 1, 2, 3, 5

If Specific End Date, Enter Date

dd/mm/yyyy



Confidentiality Obligations Survival Period*

-- Select Survival Period --



Important: Even after the agreement term ends, confidentiality obligations typically continue for a specified survival period. Trade secrets may require indefinite protection.

Termination Notice Requirements

-- Select Notice Requirements --



9. Return or Destruction of Confidential Information

Upon Termination or Request*

-- Select Requirement --



Timeframe for Return/Destruction*

e.g., 10 days, 30 days, immediately

Certification of Destruction Required?*

-- Select Requirement --



Exceptions for Legally Required Retention

Specify any exceptions where receiving party may retain confidential information (e.g., copies required by law, backup systems, legal compliance)

10. Remedies and Equitable Relief

Remedy Provisions: These provisions establish what happens if confidential information is misused or disclosed without authorization.

Available Remedies (check all that apply):

- Injunctive relief (court orders to stop unauthorized use)
- Specific performance (enforcement of agreement terms)
- Monetary damages (compensation for losses)
- Attorney's fees and costs for prevailing party
- Liquidated damages (specified amount per breach)

If Liquidated Damages, Specify Amount

e.g., \$10,000 per breach

Irreparable Harm Acknowledgment*

-- Select Acknowledgment --



Irreparable Harm: Acknowledging that breach causes irreparable harm strengthens the ability to obtain injunctive relief without proving monetary damages.

11. Governing Law and Dispute Resolution

Governing Law (State)*

e.g., California, New York, Delaware

Venue for Legal Actions*

e.g., courts located in San Francisco County, California

Dispute Resolution Method*

-- Select Method --



If Arbitration, Specify Rules

e.g., AAA Commercial Arbitration Rules, JAMS

Jury Trial Waiver*

-- Select Waiver Status --



12. Additional Provisions

No License or Transfer of Rights*

-- Select Provision --



No Obligation to Disclose or Enter Business Relationship*

-- Select Provision --



Entire Agreement Clause*

-- Select Provision --



Amendment Requirements*

-- Select Requirements --



Severability Clause*

-- Select Provision --



Assignment Rights*

-- Select Rights --



Execution in Counterparts*

-- Select Provision --



Electronic Signatures*

-- Select Acceptance --



Additional Custom Provisions

Add any additional provisions, terms, or conditions specific to this agreement

13. Disclosing Party Signature

The undersigned disclosing party acknowledges that they have read this agreement, understand it, and agree to be bound by its terms.

Signature*

Date*

Authorized Signature

Date Signed

Printed Name*

Print name of person signing

Title (if signing on behalf of entity)*

Title of authorized representative

14. Receiving Party Signature

The undersigned receiving party acknowledges that they have read this agreement, understand it, agree to be bound by its terms, and agree to maintain confidential information in accordance with the obligations specified herein.

Signature*

Date*

Authorized Signature

Date Signed

Printed Name*

Print name of person signing

Title (if signing on behalf of entity)*

Title of authorized representative

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