

Non-Disclosure Agreement

AGREEMENT

This Nondisclosure Agreement ("Agreement") is made and entered into on [Date], by and between:

PARTICIPANTS



Receiving Party



Disclosing Party

Jessica Clark

TERMS

- 1. Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the Receiving Party by the Disclosing Party.
- Permitted Third Parties: Disclosure of Confidential Information is permitted to the following third parties: [List of permitted third parties, e.g., independent contractors, agents, or consultants].
 - Permitted Uses: The Confidential Information may be used solely for the purpose of [specific job duties, projects, or purposes, e.g., performing job duties related to the partnership or project].
- 2. Excluded Information:** Confidential Information does not include information that:
- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
 - Is rightfully received from a third party without breach of any obligation of confidentiality.
 - Is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.
 - Is disclosed with the prior written approval of the Disclosing Party.
- 3. Duration of NDA:** This Agreement shall remain in effect for a period of [specify time period, e.g., five (5) years] from the date of disclosure of the Confidential Information.
- 4. Legal Obligation to Disclose:** The Receiving Party acknowledges that if they are required by law to disclose any Confidential Information, such disclosure shall not be deemed a violation of this Agreement, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement prior to disclosure and cooperates with any attempts to obtain a protective order or other remedy.
- 5. Handling, Return, and Destruction of Confidential Information:**
- Handling: The Receiving Party agrees to handle the Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event less than reasonable care.
 - Return/Destruction: Upon termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information and certify in writing that all such documents and materials have been returned or destroyed.

6. Non-Solicitation of Employees: The Receiving Party agrees not to hire or attempt to hire any employees of the Disclosing Party for a period of [specify time period, e.g., one (1) year] following the termination of this Agreement.

7. Termination of Agreement: This Agreement may be terminated by either party under the following conditions:

- By Mutual Agreement: Both parties agree in writing to terminate the Agreement.
- For Breach: Either party may terminate this Agreement upon written notice if the other party breaches any material provision of this Agreement and fails to cure such breach within [specify time period, e.g., thirty (30) days] after receiving written notice of the breach.

8. Amendments: Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

9. Signatures: By signing below, the parties agree to the terms and conditions outlined in this Nondisclosure Agreement.

SIGNATURES

Receiving Party

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.