

Standard NDA Template

(For Review and Discussion Purposes)

This Agreement is entered into **Date** by and between **Company Name** at **Company Address** (hereinafter "Discloser") and **Company Name** at **Company Address** (hereinafter "Recipient")

WHEREAS Discloser possesses certain information and data relating to **Company' projects** (hereinafter "Event") that is confidential and proprietary to the "Discloser" (hereinafter "Confidential Information") and **Company Name** at **Company Address**

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of the "Event"

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure:** The Discloser agrees to disclose, and the Recipient agrees to receive the Confidential Information.

2. Confidentiality.

2.1 Access to Information. In the course of providing services to the Discloser, the Recipient is aware that it will have access to trade secrets, privileged information and data that relates to business and goodwill, its operations, its customers, its business associations and transactions, its inventions, its know-how and its intellectual property ("Confidential Information") as well as similar information and data of parties dealing with the Company ("Third Party Confidential Information").

2.2 Non Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipients employees having a need for disclosure in connection with the Recipients authorized use of the Confidential Information.

2.3 Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

2.4 Return of Confidential Information. The Recipient agrees as far as technically reasonably possible to promptly return to the Discloser all Confidential Information including all copies, extracts or other reproductions (regardless of the form in which such reproductions are maintained) and if the Discloser so directs, the Recipient will destroy such Confidential Information.

2.5 Misuse of Confidential Information. The Recipient agrees not to use, post or share information or material including but not limited to, documents, pictures, videos and or anything related to the Event/Product in any online form (including but not limited to: email, websites, message boards, blogs, or social networking websites). This includes all employees and affiliates of said Recipient.

3. Limits on Confidential Information

Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- a. Was known to the Recipient prior to receiving any of the Confidential Information" from the Discloser
- b. Has become publicly known through no wrongful act of the Recipient
- c. Was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information
- d. Was independently developed by the Recipient without use of the Confidential Information , OR
- e. Was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information

The Recipient agrees that all Confidential Information shall remain the property of the Discloser and that the Discloser may use such Confidential Information for any purpose without obligation to the Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to the Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Non Solicitation

The Recipient agrees and undertakes not to solicit or otherwise work directly with the Disclosers clients/partners/similar product, including those that the Recipient may have dealt with in the past or are currently dealing with through the Discloser. This obligation will continue for a period of 3 years from the date of this Agreement.

6. Term and Termination

The obligations of this Agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.

7. Survival of Rights and Obligations

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors and assigns; and (b) Recipient, its successors and assigns.

8. Limitation on Intellectual Property

Recipient shall not, either during or subsequent to the Term, use the Discloser's properties (or any portion thereof), directly or indirectly, to (a) develop, design, manufacture, and/or otherwise produce any article of merchandise other than the agreed upon products; or (b) market and/or otherwise promote the sale of any products or services other than the agreed upon products. For avoidance of doubt, the Parties acknowledge and agree that the Recipient may not directly or indirectly use Discloser's Properties for any collab deals, unless approved of in advance by the Discloser.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date below:

Discloser :

Recipient:

Signed:		Signed:	
Printed Name:		Printed Name:	
Designation		Designation:	
Date:		Date:	