

[Preferably, put it on a stamp paper]

BUSINESS-TO-BUSINESS NON-DISCLOSURE AGREEMENT (NDA)

This Business-to-Business Non-Disclosure Agreement (the "Agreement") is entered into on [Date] (the "Effective Date") between [Company Name], a company incorporated under the laws of [Country/Region], having its principal office at [Company Address] (hereinafter referred to as the "Disclosing Party"), and [Other Company Name], a company incorporated under the laws of [Country/Region], having its principal office at [Company Address] (hereinafter referred to as the "Receiving Party").

1. Purpose and Scope: The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the purpose of [Describe the purpose of sharing the information, e.g., potential collaboration, partnership, joint project]. This Agreement governs the confidentiality and protection of such information.

2. Definition of Confidential Information: "Confidential Information" includes, but is not limited to, any and all business strategies, financial data, marketing plans, customer lists, trade secrets, product specifications, technical data, and any other proprietary information disclosed by the Disclosing Party to the Receiving Party, whether in writing, electronically, orally, or by any other means.

3. Obligations of the Receiving Party: The Receiving Party agrees to:

- Use the Confidential Information solely for the purpose specified in this Agreement.
- Not disclose the Confidential Information to any third party without prior written consent from the Disclosing Party.
- Implement reasonable measures to protect the confidentiality of the Confidential Information.
- Share the Confidential Information only with employees, contractors, or affiliates who have a legitimate need to know and are bound by similar confidentiality obligations.

4. Exceptions: The obligations set forth in this Agreement shall not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was rightfully in the possession of the Receiving Party prior to the disclosure.
- Is independently developed by the Receiving Party without reference to the Confidential Information.

5. Duration of Obligations: The obligations of confidentiality set forth in this Agreement shall continue for a period of [Specify the duration, e.g., 5 years] from the Effective Date or until the Confidential Information becomes publicly available through legitimate means.

6. Remedies for Breach: In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief to prevent the unauthorized use or disclosure of the Confidential Information.

7. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Business-to-Business Non-Disclosure Agreement.

Disclosing Party: [Company Name] Authorized Signature: _____ Date:

Receiving Party: [Other Company Name] Authorized Signature: _____ Date:

[Additional Witness, if required] Signature: _____ Date:

[End of Agreement]

