

[Preferably, put it on a stamp paper]

GENERAL NON-DISCLOSURE AGREEMENT (NDA)

This General Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Date] (the "Effective Date") between [Disclosing Party's Name], a [Legal Entity Type] incorporated under the laws of [Country/Region], with its principal place of business at [Address] (hereinafter referred to as the "Disclosing Party"), and [Receiving Party's Name], a [Legal Entity Type] incorporated under the laws of [Country/Region], with its principal place of business at [Address] (hereinafter referred to as the "Receiving Party"). The Disclosing Party and the Receiving Party are collectively referred to as the "Parties."

1. Purpose and Scope: The Parties desire to explore a potential business relationship and to disclose certain proprietary, confidential, and sensitive information (the "Confidential Information") to each other in connection with discussions and evaluations concerning [Project Description] (the "Project").

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

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

- Use the Confidential Information solely for the purpose of evaluating and discussing the Project.
- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Implement reasonable measures to protect the confidentiality of the Confidential Information, including restricting access to authorized employees and contractors who have a legitimate need to know.

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

1. Is or becomes publicly available through no fault of the Receiving Party.
2. Was rightfully in the possession of the Receiving Party prior to the disclosure.
3. Is independently developed by the Receiving Party without reference to the Confidential Information.
4. Is disclosed pursuant to a valid court order, government request, or applicable law, provided that the Receiving Party provides prompt written notice to the Disclosing Party.

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. Return or Destruction of Confidential Information: Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof.

8. 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].

9. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and ~~supersedes all prior agreements, understandings, representations, and discussions,~~ whether oral or written.

10. Independent Development: The Receiving Party acknowledges that it may already possess or independently develop information similar to the Confidential Information disclosed by the Disclosing Party. Nothing in this Agreement shall prevent the Receiving Party from using such independent information without restriction.

11. Permitted Disclosures: The Receiving Party may disclose the Confidential Information to its employees, contractors, advisors, and agents who need to know the information for the purpose of evaluating the Project, provided that they are bound by confidentiality obligations similar to those set forth in this Agreement.

12. No Warranties: The Disclosing Party makes no representations or warranties regarding the accuracy, completeness, or sufficiency of the Confidential Information disclosed. The Receiving Party acknowledges that it relies on the Confidential Information at its own risk.

13. No Partnership or Obligation: This Agreement does not create any joint venture, partnership, employment, agency, or similar relationship between the Parties. Neither Party is obligated to proceed with any transaction or project based on the Confidential Information disclosed.

14. Non-Solicitation: During the term of this Agreement and for a period of [Specify the duration, e.g., 2 years] after its termination, the Receiving Party agrees not to directly or indirectly solicit, hire, or engage any employees, contractors, or consultants of the Disclosing Party who had access to the Confidential Information.

15. Public Announcements: The Receiving Party agrees not to make any public announcements, press releases, or statements regarding the Confidential Information or the existence of this Agreement without the prior written consent of the Disclosing Party.

16. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law, the remaining provisions shall remain in full force and effect.

17. Waiver: The failure of either Party to enforce any right or provision under this Agreement shall not be deemed a waiver of such right or provision.

18. Amendment: This Agreement may not be amended except in writing and signed by both Parties.

19. Counterparts: 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.

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

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]

