Non Disclosure Agreement for Business Idea

This **Non-Disclosure Agreement** (the "***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the following parties:

Disclosing Party

_____

_____ _____

_____ _____ _____ _____

_____ _____

Receiving Party

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Disclosing Party and the Receiving Party may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

1. Purpose

The Parties wish to explore a potential business relationship in connection with a business idea described as _____ (the "***Purpose***"). In connection with this Purpose, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

2. Definition of Confidential Information

For the purposes of this Agreement, "***Confidential Information***" means any non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, visual, electronic, or any other form, including but not limited to:

- Business concepts, models, and strategies
- Product or service ideas, designs, or prototypes
- Financial information, projections, or pricing
- Technical data, processes, or methodologies
- Marketing plans, research, or customer information

Confidential Information also includes any summaries, notes, analyses, or materials derived from such information by the Receiving Party.

Jotform Automatically create polished, fillable and signable documents Clone the document for free!

3. Exclusions from Confidential Information

Confidential Information does not include information that the Receiving Party can demonstrate:

- Is or becomes publicly available without breach of this Agreement
- Was lawfully known to the Receiving Party prior to disclosure
- Is received from a third party without restriction and without breach of any obligation
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information

4. Obligations of the Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely for the Purpose stated in this Agreement
- Maintain the confidentiality of the Confidential Information using reasonable care, no less than the care used to protect its own confidential information
- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party
- Limit access to Confidential Information to its employees, advisors, or representatives who have a need to know for the Purpose and who are bound by confidentiality obligations

5. Permitted Disclosures

The Receiving Party may disclose Confidential Information if required to do so by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party (to the extent legally permitted) and cooperates with any efforts to limit or protect such disclosure.

6. No License or Transfer of Rights

All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any rights, title, or interest in or to the Confidential Information, except for the limited right to use it for the Purpose.

7. Term and Duration of Confidentiality

This Agreement shall commence on the Effective Date and remain in effect for a period of _____, unless terminated earlier by written agreement of the Parties.

The Receiving Party's obligations under the Confidentiality clause shall continue for a period of _____ following the termination or expiration of this Agreement.

Jotform Automatically create polished, fillable and signable documents Clone the document for free!

8. Return or Destruction of Information

Upon written request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including any copies or derivatives, and confirm such action in writing, unless retention is required by law.

9. No Obligation to Proceed

Nothing in this Agreement obligates either Party to enter into any further agreement or business relationship. The disclosure of Confidential Information does not constitute a commitment to proceed with any transaction or arrangement.

10. Remedies

The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information may cause harm to the Disclosing Party that may not be adequately remedied by monetary damages. Accordingly, the Disclosing Party may seek appropriate legal or equitable remedies to enforce this Agreement.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If the Parties are unable to resolve the dispute amicably, the matter shall be submitted to the competent courts of the governing jurisdiction.

12. Amendments

This Agreement may only be amended or modified by a written document signed by both Parties.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior discussions, communications, or agreements, whether written or oral.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Jotform
Automatically create polished, fillable and signable documents
Clone the document for free!

Signatures

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the Effective Date first written above.

Disclosing Party

Name

Date

Signature

Receiving Party

Name

Date

Signature

Jotform

Automatically create polished, fillable and signable documents

Clone the document for free!

Jotform

This document is a PDF copy of **Non Disclosure Agreement for Business Idea** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.

Edit PDF

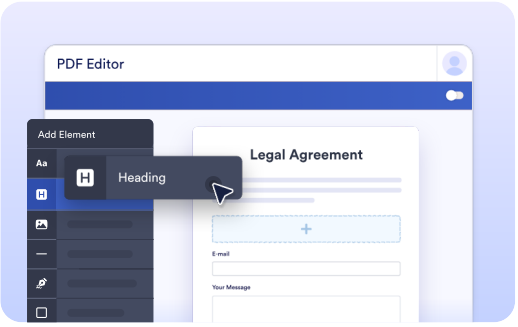
Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

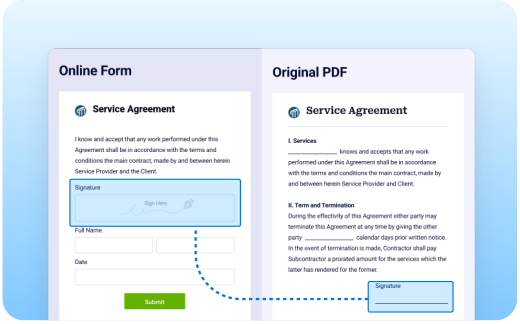
jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.