SAMPLE NON-DISCLOSURE AGREEMENT (NDA)

I. THE PARTIES. This Non-Disclosure Agreement, hereinafter known as the "Agreement", created on Date is by and between Company, hereinafter known as "1st Party", and Name, hereinafter known as "2nd Party", and collectively known as the "Parties".

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information. The Parties agree as follows:

II. TYPE OF AGREEMENT. (check one)

☐ - **Unilateral**. This Agreement shall be Unilateral, whereas, 1st Party shall have sole ownership of the Confidential Information with 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party.

☐ - **Mutual**. This Agreement shall be Mutual, whereas, the Parties shall be prohibited from disclosing confidential and proprietary information that is to be shared between one another.

III. RELATIONSHIP. The Party A's relationship to Party B can be described as an employer and Party B's relationship to Party A can be described as an employee.

IV. DEFINITION. For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the other Party, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

(a) information generally available to the public;

(b) widely used programming practices or algorithms;

(c) information rightfully in the possession of the Parties prior to signing this Agreement; and

(d) information independently developed without the use of any of the provided Confidential Information.

V. OBLIGATIONS. The obligations of the Parties shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis. If

any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party within 5 days.

This Section shall not apply to the 1st Party if this Agreement is Unilateral as marked in Section II.

VI. TIME PERIOD. The bounded Party's(ies') duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

VII. INTEGRATION. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

VIII. SEVERABILITY. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

X. GOVERNING LAW. This Agreement shall be governed under the laws in the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

1st Party's Signature _____ Date _____

Print Name: _____

2nd Party's Signature _____ Date _____

Print Name: _____