# **Non-Disclosure Agreements**

**Introduction**

The non-disclosure agreement (NDA) is a legal contract between parties that outlines confidential information that cannot be disclosed to third parties.

**Parties**

The NDA identifies the parties to the agreement, including the disclosing party, who provides the confidential information, and the receiving party, who receives the information.

**Confidential information**

The NDA defines the confidential information that is subject to the agreement. This may include but is not limited to trade secrets, customer data, and financial information.

**Obligations of the receiving party**

The NDA outlines the obligations of the receiving party to maintain the confidentiality of the information. The receiving party must use the information only for the purpose specified in the agreement and take reasonable steps to protect the information from unauthorized disclosure.

**Exceptions**

The NDA may include exceptions to the confidentiality obligation, such as information that is already in the public domain or information that is required to be disclosed by law.

**Term**

The NDA specifies the term of the agreement, which may be for a fixed period or indefinite.

**Remedies**

The NDA outlines the remedies available to the disclosing party in the event of a breach of the agreement, such as injunctive relief or monetary damages.

**Governing law**

The NDA is governed by the laws of the United States and the state in which the agreement is executed.

**Entire agreement**

The NDA constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations.

**Signatures**

The NDA requires the signatures of both parties to be valid and enforceable.