

# Real Estate Transaction Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of ("Effective Date"), by and between:

**Disclosing Party:**

**Receiving Party:**

## 1. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, relating to the real estate transaction involving:

## 2. Obligations of Receiving Party

- Maintain the confidentiality of the Confidential Information.
- Not disclose any Confidential Information to any third party, except as permitted in this Agreement.
- Not use any Confidential Information for any purpose except to evaluate or engage in discussions concerning the real estate transaction.

## 3. Exclusions

The obligations under this Agreement do not apply to information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party legally entitled to disclose it;
- Is already known by the Receiving Party without obligation of confidentiality;
- Is independently developed by the Receiving Party without use of Confidential Information.

## 4. Term

This Agreement and the Receiving Party's duty to hold the Confidential Information in confidence remain in effect for a period of years from the Effective Date.

## 5. Return of Materials

Upon written request, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

## 6. Governing Law

This Agreement is governed by the laws of .

Disclosing Party Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Receiving Party Signature:

\_\_\_\_\_

Name:

Date: