

# Business Plan Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of

Between:

("Disclosing Party")

And:

("Receiving Party")

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information relating to the business plan of the Disclosing Party disclosed to the Receiving Party.

## 2. Obligations of Receiving Party

The Receiving Party agrees to hold and maintain the Confidential Information in strictest confidence, not to disclose it to any third party, and not to use it for any purpose other than for the evaluation or discussion regarding the potential business relationship.

## 3. Exclusions

Confidential Information does not include information which is:

- already known to the Receiving Party;
- publicly available through no fault of the Receiving Party;
- independently developed by the Receiving Party;
- rightfully obtained from a third party.

## 4. Term

This Agreement and the Receiving Party's obligation to maintain the confidentiality of the Confidential Information remain in effect for a period of

from the date of this Agreement.

## 5. Return of Materials

All documents and materials containing or representing Confidential Information and all copies thereof shall be and remain the property of the Disclosing Party and shall be returned upon request.

## 6. No License

Nothing in this Agreement grants any rights to the Receiving Party under any patent, copyright, or other intellectual property right of the Disclosing Party.

## 7. Governing Law

This Agreement shall be governed by the laws of

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

\_\_\_\_\_  
Disclosing Party Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date