**NON-DISCLOSURE AGREEMENT**

**Insert Company**

**Logo Here**

 This Non-Disclosure Agreement (“Agreement”) is entered into and effective as of the date of the last signature below (the “Effective Date”), between {{ORG\_NAME}} (“**Company A**”), having its offices at {{ORG\_STREET}}, {{ORG\_CITY}}, {{ORG\_STATE}} {{ORG\_POSTALCODE}}, and {{ACCOUNT\_NAME}} (“**Company B**”), having its offices at {{ACCOUNT\_BILLINGSTREET}} {{ACCOUNT\_BILLINGCITY}}, {{ACCOUNT\_BILLINGSTATECODE}} {{ACCOUNT\_BILLINGPOSTALCODE}}.

**RECITALS**

 WHEREAS, Company A and Company B intend to enter into discussions regarding a possible strategic transaction between the parties (the “Proposed Transaction”) and, in connection with such discussions, there may be a need for one or more of the parties to disclose confidential information regarding itself to the other party in order for the other party to evaluate the Proposed Transaction;

 WHEREAS, the parties want to ensure that all such information disclosed by one party to the other party shall be maintained in confidence and not disclosed to third parties;

 NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

\*Update/Insert NDA terms in the following section:

1. “**Confidential Information**” means confidential and/or proprietary information, including but not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, customer lists, reports, studies, and other technical and business information whether disclosed in writing (in physical or electronic form) or orally.
2. **Protection of Confidential Information**. The only third party that the receiving party can share the disclosing party’s Confidential Information with are agents of the receiving party who have a need to know such information and who are under non-disclosure agreements at least as restrictive as this non-disclosure agreement. For a period of five (5) years from the last disclosure, the receiving party will not disclose the Confidential Information to any other third party, unless the Confidential Information is deemed a trade secret, then it shall remain confidential until it is no longer a trade secret.

Each party agrees not to modify, decompile, disassemble, or otherwise reverse engineer any software, hardware or other materials provided to the receiving party by the disclosing party.

*[Remainder of page intentionally blank; signatures follow]*

 IN WITNESS WHEREOF, {{OWNER\_COMPANYNAME}} and {{ACCOUNT\_NAME}} cause this Agreement to be executed by their duly authorized representatives on the dates specified below.

|  |  |  |
| --- | --- | --- |
| **{{ORG\_NAME}}** |  | **{{ACCOUNT\_NAME}}** |
| Signature: | \signature2\ |  | Signature: | \signature1\ |
| Name: | \fullname2\ |  | Name: | \fullname1\ |
| Title: | \title2\ |  | Title: | \title1\ |
| Date: | \date2\ |  | Date: | \date1\ |

**Picture Switches Used**

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| --- | --- |
| Picture Switch | Purpose |
| MM/dd/yyyy | Formats a date value. Displays the month as a number with a leading zero for single-digit months. Displays the day of the week or month as a number with a leading zero for single-digit days. Displays the year as four digits. |