**NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (NDA) is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_.

**BETWEEN**

**[Insert seller’s name -- business/LLC or individual],** whose principal place of business address is situated at **[Insert address]** (Hereinafter referred to as **“Disclosing Party”**, which expression shall where the context admits, include its successors-in-title and assigns), of one part.

**AND**

**[Insert buyer’s name - business/LLC or individual],** whose principal place of business address is situated at **[Insert address] (**Hereinafter referred to as “**the Receiving Party**”, which expression shall where the context admits, include its successors-in-title and assigns), of the other part.

**“Disclosing Party”** and **The Receiving Party** are each referred to as “Party” and collectively as “Parties”

**1. INTRODUCTION**

The Disclosing Party, the owner of certain confidential and proprietary information related to websites and online businesses, herein referred to as the 'Owner,' possesses valuable information that is integral to the potential sale of these online assets. The Receiving Party, an interested party exploring the acquisition of these assets, herein referred to as the 'Investor,' recognizes the sensitive nature of the Owner's Confidential Information. Both parties agree to enter into this Agreement to facilitate discussions and provide a framework for the protection of such information during the due diligence process for the potential acquisition.

**2**. **INTERPRETATION**

“**Disclosing Party”** meansthe party disclosing confidential information relating to the purpose of this agreement.

**“Receiving Party”** means the party receiving the other party’s confidential information.

**“Permitted Disclosee”** means the directors, employees, consultants or agents of a Receiving Party who needs the confidential information in order to perform any obligation or duties in respect of the purpose.

**“Third Party”** means any person (natural or corporate) who is not a Permitted Disclosee of a Receiving Party to this Agreement.

**“Commencement Date”** means the date of execution of this Agreement.

**“Confidential Information”** means all information or data contained in whatever form (whether oral, written, electronic and/or visual) relating to the Disclosing Party and /or any one or more of its associated companies, which by its nature or content is identifiable as (or could reasonably be expected to be) confidential and/or proprietary in nature (regardless of whether or not the information or data is marked “confidential”), including without limitation, any:

1. Information, data, reports, documentation, and materials related to the websites and online businesses, including but not limited to analytics reports, sales and revenue data, and website URLs.
2. Technical, scientific, commercial, business, financial, or market information, know-how, and/or trade secrets of the Disclosing Party and/or its associated companies.
3. Data concerning business relationships, especially customers or intended customer names, business prospects and projections, prices and costs, samples, devices, services, demonstrations, processes, or machinery of the Disclosing Party and /or its associated companies.
4. Designs, drawings, and technical specifications.

The Disclosing Party represents and warrants (to the best of its knowledge) that it has the right and authority to disclose the confidential information under this Agreement.

**3. DURATION**

The terms and conditions of this Agreement shall be binding on the Parties as of the commencement date (that is, the date of execution of this Agreement) and shall remain binding in perpetuity, or until the Confidential Information is no longer a trade secret, or until the Owner releases the Investor from this Agreement in writing.

**4. RESTRICTION ON DISCLOSURE AND USE OF THE INFORMATION**

The Receiving Party agrees that:

I. Confidential Information will be used solely for the purpose as contemplated in Clause 1 of this Agreement.

II. Confidential Information will be disclosed only to the Permitted Disclosee where such disclosure is necessary for the actualization of the purpose, provided that the Receiving Party extracts an obligation to maintain the confidentiality of the Confidential Information in accordance with terms and conditions of this Agreement from such Permitted Disclosee and the Receiving Party shall be liable for any act or omission by a Permitted Disclosee that results in a breach of this Agreement.

III. Confidential Information will not be disclosed to a Third Party for any reason or purpose without the prior written consent of the Disclosing Party save in accordance with the provisions of this Agreement.

IV. The unauthorized disclosure of the Confidential Information to a Third Party or unauthorized use of the Confidential Information will cause irreparable loss, harm, and damage to the Disclosing Party. Accordingly, the Receiving Party indemnifies and holds the Disclosing Party harmless against any loss, action, expense, claim, damage, or harm suffered or sustained by the Disclosing Party pursuant to a breach by the Receiving Party (and/or any of its/his Permitted Disclosee) of any of the provisions of this Agreement.

**5. TITLE**

Notwithstanding the termination or expiry of this Agreement, all Confidential Information disclosed by the Disclosing Party to the Receiving Party shall:

I. Remain the property of the Disclosing Party and/or the relevant Associated Disclosing party

II. Not confer any rights of whatever nature in such Confidential Information, on the Receiving Party.

**6. STANDARD OF CARE**

The Receiving Party agrees to protect the Confidential Information using the same standard of care used to safeguard its own information of a confidential nature, but in all events, to apply a reasonable standard of care, and that the Confidential Information shall be stored and handled in a manner as to prevent any unauthorized disclosure thereof.

**7. RETURN OF INFORMATION**

I. All Confidential Information received by the Receiving Party shall remain the property of the Disclosing Party, and upon the request of the Disclosing Party or upon termination of this Agreement, shall be returned to it (Disclosing Party) by the Receiving Party within 3 (three) business days of such request.

II. As an alternative to the return of the material (Confidential Information), the Receiving Party shall at the insistence of the Disclosing Party destroy such material.

III. Upon the return or destruction of the Confidential Information, the Receiving Party shall furnish the Disclosing Party a written statement to the effect that upon such return or destruction, the Receiving Party has not retained in its possession, or under its control, directly or indirectly any such Confidential Information in any form whatsoever.

**8. EXCLUDED INFORMATION**

The obligation of the Receiving Party pursuant to this Agreement shall not apply to any portion of the Confidential Information which:

I. Is or becomes public knowledge through no fault of the Receiving Party.

II. Is received by the Receiving Party in good faith from a Third Party in circumstances that do not amount to a breach of the terms and conditions of this Agreement, or to a breach by the Third Party of any undertaking it may have made to the Disclosing Party in relation to such Confidential Information.

III. Is disclosed pursuant to compliance with any law or regulation in force, or an order of court of competent jurisdiction. Provided that the Receiving Party shall provide the Disclosing Party with prompt written notice of such disclosure to enable the Disclosing Party to take whatever steps it/he deems necessary to protect its/his interest in this regard. Provided further that the Receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party shall use its reasonable efforts to protect the confidentiality of such information to the widest extent possible in the circumstance.

IV. Is disclosed to a Third Party subject to prior written authorization from the Disclosing Party.

V. Is demonstrably independently developed at any time by the Receiving Party without the use of Confidential Information.

**9. ON-GOING NEGOTIATIONS**

Each of the Parties agrees not to disclose to a Third Party the ongoing negotiation or content thereof in respect of the purpose except with the written permission of the other party.

**10. WAIVER**

No failure or delay by the Disclosing Party in exercising any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any partial exercise thereof preclude any other or further exercise thereof. The Disclosing Party shall be entitled to seek legal and equitable reliefs, including but not limited to damages, injunction, and specific performance in the event of any breach of this Agreement by the Receiving Party.

**11. SEVERABILITY**

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal, or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

**12**. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties regarding the Confidential Information and therefore supersedes any prior agreement in this regard.

**13**.  **AMENDMENT**

No amendment, alteration, or adjustment to this Agreement shall be valid unless agreed in writing and signed by authorized representatives of the Parties herein.

**14. TERMINATION**

This Agreement may be terminated by either of the Parties upon written notice to the other Party. Upon termination, the confidentiality obligation shall continue **to be binding in perpetuity**.

**15.** **NO AGENCY/PARTNERSHIP**

This Agreement does not create any partnership, joint venture, or agency relationship between the Parties.

**16. GOVERNING LAW/ JURISDICTION**

This Agreement shall be governed in accordance with the Laws of [Insert State] and the Parties irrevocably agree that the relevant court(s) in [Insert State] shall have exclusive jurisdiction in respect of any proceedings, disputes, or conflicts which may arise out of or in connection with this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the day and year first mentioned.

**Owner:**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Investor:**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**