

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is made between:

Disclosing Party:

Name: _____

Address: _____

Contact Information: _____

Receiving Party:

Name: _____

Address: _____

Contact Information: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, graphic, or electronic, including but not limited to business plans, strategies, financial data, customer information, inventions, know-how, trade secrets, and proprietary information.

2. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strict confidence, shall not disclose it to any third party without the prior written consent of the Disclosing Party, and shall use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship between the parties.

3. Exclusions from Confidential Information

Confidential Information does not include information which: (a) is or becomes publicly available without breach of this Agreement by the Receiving Party; (b) was rightfully received from a third party without restriction; (c) was known to the Receiving Party prior to disclosure by the Disclosing Party; or (d) is independently developed by the Receiving Party without use of the Confidential Information.

4. Term and Termination

This Agreement shall commence as of the effective date of mutual execution and shall continue in effect until the Confidential Information no longer qualifies as confidential or until terminated by either party with thirty (30) days' prior written notice. Notwithstanding termination, the Receiving Party's duty to hold Confidential Information in confidence shall survive for a period of five (5) years.

5. Return of Materials

Upon termination or at the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that it has done so.

6. No License or Ownership

Nothing in this Agreement grants any license, ownership, or rights in or to the Confidential Information except as expressly set forth herein.

7. Remedies

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive

relief and any other remedies available at law or in equity in addition to damages.

8. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in California.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, and communications, whether written or oral.

10. Amendments and Waivers

Any amendment or waiver of any provision of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any right shall operate as a waiver.

11. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. No Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

13. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

14. No Obligation to Enter Further Agreement

Neither party has any obligation to enter into any further agreement or business relationship except as expressly agreed in writing.

15. Relationship of Parties

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

16. Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or email with confirmation to the addresses set forth herein or such other address as either party may designate in writing.

17. Attorneys' Fees

In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-realestate.com/nda-template-california/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-realestate.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.