

NON-DISCLOSURE AGREEMENT (TEXAS)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between:

Disclosing Party:

Name: _____
Address: _____
Email/Phone: _____

Receiving Party:

Name: _____
Address: _____
Email/Phone: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public, including but not limited to business plans, financial data, trade secrets, customer lists, inventions, and proprietary information.

2. Obligations of Receiving Party

The Receiving Party shall keep all Confidential Information strictly confidential, shall not disclose it to any third party without prior written consent of the Disclosing Party, and shall use the Confidential Information solely for the permitted purpose as agreed between the parties.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) is lawfully obtained from a third party without breach of any obligation; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is required to be disclosed by law or governmental order, provided that the Receiving Party gives prompt notice to the Disclosing Party.

4. Term

The obligations of confidentiality under this Agreement shall continue for a period of five (5) years from the date of disclosure of the Confidential Information.

5. Return or Destruction of Materials

Upon termination of discussions or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify such return or destruction in writing.

6. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be insufficient. Accordingly, the Disclosing Party may seek injunctive relief and any other remedies available at law or equity.

8. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Texas.

9. Entire Agreement

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

10. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

11. Severability

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

12. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any term or right.

13. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed electronically, each of which shall be binding.

14. No Obligation to Disclose

Nothing in this Agreement obligates either party to disclose any Confidential Information or enter into any further agreement.

15. Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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