

# **Non-Disclosure Agreement (NDA) Template**

## **1. Parties**

This Non-Disclosure Agreement (NDA) is made between the Buyer and Supplier identified below.

Buyer: \_\_\_\_\_  
Supplier: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## **2. Purpose**

The parties wish to explore a potential business relationship involving exchange of confidential information related to products, pricing, production capabilities, or other proprietary matters.

## **3. Definition of Confidential Information**

Any data or information disclosed in written, oral, or digital form that is not public and relates to either party's business, including technical data, customer lists, financial information, and trade secrets.

## **4. Obligations of Receiving Party**

The receiving party shall:

- Use the information solely for the stated purpose.
- Restrict access to employees with a need to know.
- Not disclose to any third party without written consent.
- Protect with at least the same degree of care as its own confidential info.

## **5. Exclusions**

Information is not confidential if it:

- Was publicly available at the time of disclosure.
- Becomes public through no fault of the receiving party.
- Was already lawfully known by the receiving party.
- Is required to be disclosed by law (with prior notice).

## **6. Duration**

Confidentiality obligations shall remain in effect for three (3) years after termination of discussions.

## **7. Return or Destruction of Materials**

Upon request, all documents containing confidential information shall be returned or destroyed immediately.

## **8. No License**

Nothing in this Agreement grants rights to patents, trademarks, or copyrights.

## **9. Governing Law**

This Agreement shall be governed by Polish law. Disputes shall be resolved by the courts of Warsaw, Poland.

## **10. Signatures**

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Supplier Signature: \_\_\_\_\_ Date: \_\_\_\_\_