

Prompt: Example of a non-disclosure agreement between a CPG and a supplier

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of [DATE], by and between:

[Name of CPG company], a [State of Incorporation] corporation with its principal place of business at [Address of CPG company] ("CPG"), and

[Name of supplier company], a [State of Incorporation] corporation with its principal place of business at [Address of supplier company] ("Supplier").

WHEREAS, CPG and Supplier desire to discuss and/or disclose certain Confidential Information (as defined below) to each other in connection with [brief description of the business relationship or purpose of disclosure]; and

WHEREAS, the parties desire to protect the confidentiality of such Confidential Information.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Definitions.

1.1. "Confidential Information" means any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, that is designated as confidential or that, by its nature or circumstances surrounding its disclosure, ought to be treated as confidential. Confidential Information includes, but is not limited to, information relating to the Disclosing Party's business, technology, finances, customers, suppliers, marketing plans, product designs, processes, inventions, know-how, trade secrets, and personnel.

1.2. "Excluded Information" means information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was known to the Receiving Party prior to the disclosure by the Disclosing Party without any obligation of confidentiality; (c) is rightfully

received by the Receiving Party from a third party without any obligation of confidentiality; or (d) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party.

2. Non-Disclosure.

2.1. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party.

2.2. The Receiving Party shall use the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event shall it use less than reasonable care.

2.3. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than the purpose for which it was disclosed.

2.4. The Receiving Party shall promptly notify the Disclosing Party in writing of any actual or suspected unauthorized use or disclosure of the Disclosing Party's Confidential Information.

3. Term and Termination.

3.1. This Agreement shall commence on the Effective Date and shall remain in effect for a period of [Number] years.

3.2. This Agreement may be terminated by either party upon written notice to the other party.

3.3. Upon termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, in whatever form such Confidential Information may exist. The Receiving Party shall also certify in writing that all copies of the Disclosing Party's Confidential Information have been returned or destroyed.

4. Remedies.

4.1. The Disclosing Party shall be entitled to injunctive relief to prevent any actual or threatened breach of this Agreement by the Receiving Party.

4.2. The Disclosing Party shall also be entitled to recover any damages caused by the Receiving Party's breach of this Agreement.

5. Miscellaneous.

5.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

5.2. This Agreement may not be assigned by either party without the prior written consent of the other party.

5.3. This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

5.4. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

5.5. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Name of CPG company]

By: [Name]

Title: [Title]

[Name of supplier company]

By: [Name]

Title: [Title]