**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement ("Agreement") is entered into on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2025, by and between:

[Disclosing Party], located at [Address], and

[Receiving Party], located at [Address].

**RECITALS:**

WHEREAS, the Disclosing Party possesses confidential and proprietary information;

WHEREAS, the Receiving Party may receive such information for purposes of [Business Purpose];

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION: All non-public, sensitive, or proprietary information disclosed orally, visually, or in writing.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY: The Receiving Party shall not disclose or use the confidential information except as permitted herein.

3. EXCEPTIONS: Information shall not be deemed confidential if:

a. It is publicly known without breach;

b. It is independently developed;

c. Disclosure is required by law.

4. TERM: This Agreement shall remain in effect for five (5) years from the date of signing.

5. RETURN OR DESTRUCTION OF MATERIALS: Upon request, Receiving Party shall return or destroy all confidential materials.

6. REMEDIES: The Disclosing Party may seek injunctive relief and damages in case of breach.

7. GOVERNING LAW: This Agreement shall be governed by Nigerian law.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Disclosing Party Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Receiving Party Name]