[Company name]

How to use this document: delete this paragraph before saving, sharing, or circulating it. Every part shown in blue is yours to replace: type your own details over each blue [field] until no blue remains. Then select all (Ctrl+A) and set the font colour to the same dark colour throughout. What is left is your finished document.

Non-Disclosure Agreement

A mutual agreement recording how confidential information shared between two parties is handled. Standard wording only, not legal advice: check it fits your situation and seek professional advice before relying on it for a high-value, regulated, or complex disclosure.

Party A: full legal name: _____
Party A: address: _____
Party A: contact for notices: _____
Party B: full legal name: _____
Party B: address: _____
Party B: contact for notices: _____
Date of this agreement: _____
Purpose of disclosure: _____

This agreement is made on [Date of this agreement] between [Full legal name of Party A] and [Full legal name of Party B]. Each party is a Disclosing Party when it shares confidential information and a Receiving Party when it receives it. The parties are in discussions relating to [Purpose for which confidential information is shared], and each may share confidential information with the other in connection with them. This agreement records how that information must be handled. **1. Definition of confidential information.** Confidential Information means non-public information disclosed by one party to the other, in any form, that is marked as confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. It includes technical data, business plans, financial information, customer and supplier information, pricing, and product information, shared for the stated purpose. The existence and terms of the parties' discussions are also Confidential Information.

2. Obligations of the Receiving Party. The Receiving Party must: 1. Keep Confidential Information strictly confidential, and disclose it to no person except as this agreement permits. 2. Use Confidential Information only for [Purpose for which confidential information is shared]. 3. Protect Confidential Information with at least the same care as it uses for its own confidential information, and in any event with reasonable care. 4. Limit access to employees, contractors, and professional advisers who need it for the purpose stated above and who are bound by confidentiality obligations at least as protective as this agreement; the Receiving Party remains responsible for any breach by such a person. 5. Not copy Confidential Information except as reasonably necessary for the stated purpose.

3. Exclusions. This agreement does not apply to information the Receiving Party can show: is or becomes publicly known through no breach of this agreement and no fault of the Receiving Party; was already known to the Receiving Party, without a duty of confidence, before disclosure; was independently developed without use of or reference to the Disclosing Party's Confidential Information; or was received from a third party not known to be bound by a duty of confidence over it.

4. Permitted disclosures required by law. A Receiving Party may disclose Confidential Information where required by law, by a court, or by a regulator. Where lawful and practicable, the Receiving Party must notify the Disclosing Party promptly before disclosing so protective steps can be considered, disclosing only what is required and seeking confidential treatment where available.

5. No licence and no obligation to proceed. Nothing in this agreement grants any licence or right in any intellectual property, or obliges either party to proceed with any transaction, to disclose any particular information, or to enter into any further agreement. No rights are created except the rights expressly stated in this agreement.

6. Term and survival of confidentiality. This agreement takes effect on [Date of this agreement]. Confidentiality obligations apply to disclosures made during [Duration of the disclosure period] from that date, and each continues for [Duration of the confidentiality obligation] after the relevant disclosure. Obligations for trade secrets under applicable law continue while they remain trade secrets.

7. Return or destruction. At the request of the Disclosing Party, or when the discussions relating to [Purpose for which confidential information is shared] end, the Receiving Party must promptly return or, if so directed, securely destroy all Confidential Information and copies of it, except for a copy retained as required by law, by a regulator, or under its automatic backup or retention procedures. Any retained copy remains subject to this agreement.

8. Remedies. Each party acknowledges that a breach or threatened breach of this agreement may cause harm for which monetary damages alone may be an inadequate remedy, and that the Disclosing Party may also seek injunctive or other equitable relief from a court or tribunal of competent jurisdiction. Nothing in this clause limits any other remedy.

9. General provisions. 1. **Entire agreement on confidentiality:** this agreement is the entire agreement between the parties on the confidentiality of information shared for the stated purpose, and supersedes prior discussions on that subject. 2. **Amendments:** no amendment is effective unless in writing and signed by both parties. 3. **Severability:** if any provision of this agreement is held unenforceable, the remaining provisions continue in full effect, and the unenforceable provision is read down as far as needed to make it enforceable, where that is possible. 4. **Assignment:** neither party may assign this agreement without the other party's prior written consent, except to a successor to all or substantially all of its business or assets relating to the stated purpose. 5. **Notices:** notices must be in writing and sent to the contact details for notices stated at the start of this agreement, or to any other details a party notifies in writing. 6. **Governing law:** this agreement is governed by [Governing law for this agreement]. Any dispute arising under this agreement is subject to the jurisdiction stated in [Jurisdiction for disputes under this agreement], unless the parties agree otherwise in writing. 7. **Counterparts:** this agreement may be signed in counterparts, each an original, and together they form one agreement. Signed by each party below, this agreement takes effect on [Date of this agreement].

Signed for Party A: Signature _____ Name _____ Role _____ Date _____
Signed for Party B: Signature _____ Name _____ Role _____ Date _____