

NON-DISCLOSURE AGREEMENT

Mutual NDA • [Party A] and [Party B]

This Non-Disclosure Agreement (the "Agreement") is made on [DD Month YYYY] between:

[Company A Name], registered at [Address] ("Party A"); and

[Company B or Person Name], of [Address] ("Party B"),

each a "Party", so that they can [evaluate a possible business relationship / work on a joint project / discuss a supplier engagement] (the "Purpose").

1. Confidential information

"Confidential Information" means any non-public information that one Party (the "Discloser") shares with the other (the "Recipient") in writing, orally or electronically, including business plans, customer lists, prices, financial data, designs, software, source code and trade secrets.

2. Duties of the recipient

The Recipient will: (a) use Confidential Information only for the Purpose; (b) not disclose it to anyone except employees and advisers who need it for the Purpose and are bound by similar duties; and (c) protect it with at least the care it uses for its own confidential information, and never less than reasonable care.

3. Exclusions

These duties do not apply to information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already lawfully knew; (c) the Recipient lawfully receives from a third party without restriction; (d) the Recipient develops independently; or (e) must be disclosed by law or court order, in which case the Recipient will give prompt notice where allowed.

4. Term

This Agreement covers information shared in the [12] months from the date above. The duty of confidentiality lasts for [3] years after the last disclosure, and for trade secrets as long as they remain trade secrets.

5. Return of information

On request, or when the Purpose ends, the Recipient will return or destroy all Confidential Information and confirm this in writing.

6. No licence or obligation

All Confidential Information remains the property of the Discloser. This Agreement grants no licence and does not oblige either Party to enter into any further agreement.

7. Remedies

A breach may cause harm that money cannot fully repair, so the Discloser may seek an injunction as well as any other remedy available.

8. Governing law

This Agreement is governed by the laws of [Country / State], and the courts of [City] have jurisdiction.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first written above.

PARTY A

Signature: _____
Name: [Signatory Name]
Title: [Designation]
Date: _____

PARTY B

Signature: _____
Name: [Signatory Name]
Title: [Designation]
Date: _____

This template is a general starting point, not legal advice. Laws differ by country and state; have the final agreement checked by a lawyer before signing.