

NON-DISCLOSURE AGREEMENT (NDA)

Parties: _____

Disclosing Party:

Full Legal Name: _____

Address: _____

Contact Email and Phone: _____

Receiving Party:

Full Legal Name: _____

Address: _____

Contact Email and Phone: _____

1. Definition of Confidential Information

For purposes of this Agreement, 'Confidential Information' means all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, whether or not marked as confidential. It includes, but is not limited to, business plans, financial data, products, designs, processes, customer lists, trade secrets, and other proprietary information.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that (a) is or becomes generally available to the public through no wrongful act of Receiving Party, (b) was rightfully in Receiving Party's possession prior to receipt from Disclosing Party, (c) is rightfully received by Receiving Party from a third party without restriction, or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information.

4. Permitted Disclosure

Receiving Party may disclose Confidential Information if required by law, court order, or governmental authority, provided that Receiving Party gives prompt written notice to Disclosing Party to enable it to seek a protective order or other appropriate remedy and complies with any protective order or confidential treatment.

5. Term

The obligations set forth in this Agreement shall continue for a period of five (5) years from the date of disclosure of the Confidential Information or until such time as the Confidential Information no longer qualifies as confidential under applicable law, whichever occurs first.

6. Return or Destruction of Materials

Upon termination of discussions or upon Disclosing Party's written request, Receiving Party shall promptly return or destroy all documents and other materials containing Confidential Information and certify in writing that such return or destruction has been completed.

7. No License or Ownership Rights

Nothing in this Agreement grants Receiving Party any rights in or to the Confidential Information except as expressly set forth herein. No license or conveyance of any intellectual property rights is granted by Disclosing Party under this Agreement.

8. No Warranty

All Confidential Information is provided 'AS IS'. Disclosing Party makes no warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of any Confidential Information.

9. Remedies

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages would be inadequate. Accordingly, Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies at law or in equity.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to conflict of laws principles.

11. Jurisdiction

The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for any dispute arising out of or in connection with this Agreement.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

13. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

14. Waiver

No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

15. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

16. Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest of its business.

17. No Partnership or Agency

Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed fax, sent by nationally recognized overnight courier, or mailed by certified or registered mail, return receipt requested, to the addresses set forth above.

20. Signatures

The parties have executed this Agreement as of the date of last signature below.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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