

NON-DISCLOSURE AGREEMENT

Parties: _____

Disclosing Party Information:

Full Name / Company Name: _____

Address: _____

Contact Information: _____

Receiving Party Information:

Full Name / Company Name: _____

Address: _____

Contact Information: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and that the Receiving Party understands is proprietary.

2. Obligations of Receiving Party

The Receiving Party agrees to maintain all Confidential Information in strict confidence, to use such Confidential Information solely for the Permitted Purpose, and not to disclose it to any third party without prior written consent of the Disclosing Party.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known without breach of this Agreement; (b) is received from a third party without breach of any obligation of confidentiality; (c) was known to the Receiving Party before disclosure by the Disclosing Party; or (d) is independently developed by the Receiving Party.

4. Permitted Disclosure

The Receiving Party may disclose Confidential Information to its employees, agents, or contractors as necessary to accomplish the Permitted Purpose, provided that such persons are bound by confidentiality obligations no less restrictive than those herein.

5. Term

This Agreement shall continue in effect indefinitely with respect to Confidential Information disclosed during the term hereof, and the Receiving Party's duty to hold Confidential Information in confidence shall survive termination of this Agreement.

6. Return or Destruction of Materials

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information and shall certify such return or destruction in writing.

7. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

8. Remedies

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in addition to any other rights and remedies.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

10. Entire Agreement

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

11. Amendments

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

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Waiver

No failure or delay by either party in exercising any right shall operate as a waiver thereof.

14. No Assignment

Neither party may assign or transfer this Agreement without prior written consent of the other party.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures exchanged by electronic means shall have the same effect as originals.

16. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by reputable overnight courier, or by registered mail to the addresses set forth above.

17. Relationship of Parties

Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the parties.

18. No Obligation to Disclose

Nothing herein obligates either party to disclose any particular information.

19. Compliance with Laws

Each party shall comply with all applicable laws and regulations in connection with its performance under this Agreement.

20. Survival

The provisions of this Agreement which by their nature should survive termination shall so survive.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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