

NON-DISCLOSURE AGREEMENT (NDA)

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Party A: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Party B: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. PURPOSE AND DIRECTION

Permitted purpose: [SPECIFIC PROJECT OR DISCUSSION]. Choose and retain one: [MUTUAL: each party may disclose and receive protected information] OR [ONE-WAY: only PARTY NAME discloses protected information to PARTY NAME]. For each protected disclosure, the party sharing is the Discloser and the other is the Recipient. Disclosure period: [START AND END DATES].

2. CONFIDENTIAL INFORMATION

Protected information means non-public information provided for the purpose, identified as confidential or reasonably understood to be confidential from its nature and circumstances. Examples and any confirmation procedure for oral disclosures: [DETAILS]. It excludes information the Recipient can demonstrate was already lawfully known, public without breach, independently developed, or lawfully obtained from another source without a duty of confidentiality.

3. RECIPIENT DUTIES

The Recipient may use information only for the purpose, must exercise reasonable care, and may share it only with personnel or advisers who need it and are subject to equivalent confidentiality duties. The Recipient is responsible for their compliance to the extent permitted by law. Suspected unauthorized use or disclosure must be reported promptly with reasonable mitigation assistance.

4. REQUIRED AND PROTECTED DISCLOSURES

Disclosure required by law or a competent authority is permitted. Where lawful, give the Discloser advance notice and disclose only what is required. Nothing prohibits protected reporting of wrongdoing or cooperation with public authorities.

5. RETURN AND DURATION

On written request, return or delete information within [NUMBER] days. Retained legal records and routine backups remain protected and may not be used for another purpose. Confidentiality lasts [NUMBER] years from each disclosure; information qualifying as a trade secret remains protected while it qualifies under applicable law.

6. NO FURTHER COMMITMENT

Information remains its owner's property. No intellectual property license or obligation to proceed with a transaction is granted. Any warranty about supplied information must be separately agreed. Either party may stop future disclosures by notice; duties for prior disclosures survive.

7. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

8. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

9. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Party A: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Party B: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]