

NON-DISCLOSURE AGREEMENT (NDA)

This Agreement is made and entered into as of this ____ day of _____, 20__ ("Effective Date") between _____ ("Discloser") and _____ ("Recipient").

I. BACKGROUND

The Discloser and the Recipient wish to disclose certain confidential information to each other for the purpose of [state purpose, e.g., "exploring a potential business relationship"] (the "Purpose"). The parties agree to protect this information as set out below.

II. AGREEMENT

1. Confidential Information

"Confidential Information" means any information (including, without limitation, data, documents, images, prototypes, designs, plans, drawings, trade secrets, business strategies, financial data, or other materials, including combinations of individual items of information) disclosed by the Discloser to the Recipient before, on, or after the Effective Date, whether in written, oral, visual, electronic, or other form, and whether or not explicitly designated as "confidential" at the time of disclosure.

Confidential Information may also include information of a third party that is in the Discloser's possession and disclosed to the Recipient under this Agreement.

Confidential Information does not include information that the Recipient can establish:

- (a) was publicly known and made generally available in the public domain prior to the time of disclosure;
- (b) becomes publicly known and made generally available after disclosure through no action or inaction of the Recipient;
- (c) is in the possession of the Recipient, without confidentiality obligations, prior to the time of disclosure;
- (d) is disclosed to the Recipient by a third party without breaching any obligations of confidentiality; or
- (e) is independently developed by the Recipient without the use of or reference to the Discloser's Confidential Information.

If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide the Discloser with prompt written notice and assist the Discloser in seeking a protective order or another appropriate remedy. If the Discloser waives compliance or does not obtain a protective order, the Recipient will furnish only the portion of Confidential Information that is legally required.

2. Non-Use and Non-Disclosure & Non-Solicitation

The Recipient agrees not to use the Confidential Information for any purpose other than evaluating and discussing the potential business relationship with the Discloser. The Recipient agrees not to disclose any Confidential Information to third parties or to employees of the Recipient, except to those employees who are required to have the information to evaluate or engage in discussions regarding the Purpose.

The Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects embodying the Discloser's Confidential Information. The Recipient agrees not to solicit or entice any employees, customers, or suppliers of the Discloser for a period of **[Insert Period Here in Months/Years]** from the date of this Agreement.

3. Maintenance of Confidentiality

The Recipient agrees to take all reasonable measures to protect the secrecy and avoid the disclosure of the Confidential Information, including taking at least the same level of protection as the Recipient uses to protect its own confidential information. Employees of the Recipient who require access to the Confidential Information must first sign a non-use and non-disclosure agreement substantially similar to the provisions of this Agreement. The Recipient shall not make any copies of the Confidential Information unless approved in writing by the Discloser.

4. No Obligation

Nothing in this Agreement obligates either the Discloser or the Recipient to proceed with any transaction, and both parties may terminate discussions at any time. Nothing in this Agreement limits the Discloser's right to disclose or use its own Confidential Information.

5. No Warranty

All Confidential Information is provided "AS IS". The Discloser makes no warranties, express or implied, regarding the accuracy, completeness, or performance of the Confidential Information or any infringement of third-party intellectual property rights.

6. Return of Materials

All documents, tangible objects, and electronic records containing or representing Confidential Information must be promptly returned, deleted, or securely destroyed upon the Discloser's written request. The Recipient shall confirm in writing that all such Confidential Information has been returned, deleted, or destroyed. The Recipient agrees not to retain any copies, backups, or archival records of the Confidential Information unless expressly permitted by the Discloser or required by law.

7. No Licence

Nothing in this Agreement grants any rights to the Recipient under any of the Discloser's intellectual property, including patents or copyrights, except as expressly set out in this Agreement.

8. Term

This Agreement shall remain in effect until all Confidential Information becomes publicly known and generally available through no action or inaction of the Recipient.

9. Remedies

The Recipient acknowledges that any breach of this Agreement would result in irreparable harm to the Discloser for which monetary damages may not be an adequate remedy. Accordingly, the Discloser shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity, without the need to prove actual damages or post a bond.

10. Recipient Information

Any ideas, suggestions, concepts, or information related to [Insert relevant product/technology] disclosed by the Recipient (collectively, "Feedback") shall be the sole and exclusive property of the Discloser. The Recipient hereby irrevocably assigns to the Discloser all rights, title, and interest in and to such Feedback, including any intellectual property rights therein, and waives any moral rights related to the Feedback, to the extent permitted by law.

11. Binding Agreement

This Agreement shall bind and inure to the benefit of the parties and their successors, but the Recipient may not assign this Agreement without the Discloser's written consent.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of _____ [City].

13. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the Confidential Information and supersedes all prior agreements. Amendments to this Agreement must be in writing and signed by both parties.

14. Disclosure of Illegal Acts

This Agreement shall not restrict the Recipient from disclosing information related to the prevention of serious criminal offences or breaches of law, including workplace harassment, bribery, discrimination, or misconduct.

15. Data Protection Compliance

The Recipient agrees to comply with all applicable data protection and privacy laws, including the UK General Data Protection Regulation (GDPR) and any subsequent legislation. The Recipient shall ensure that any personal data disclosed as part of the Confidential Information is processed lawfully, fairly, and transparently, and is subject to appropriate technical and organisational measures to ensure its security. The Recipient shall promptly notify the Discloser in the event of any data breach or unauthorised access to personal data.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY

By: [Name of Authorised Representative]

Title: [Title of Authorised Representative]

RECIPIENT

By: [Name of Authorised Representative]

Title: [Title of Authorised Representative]

Disclaimer: This document is intended as a template and does not constitute legal advice. It is important to note that the specific requirements and legal implications of a Non-Disclosure Agreement can vary depending on individual circumstances and applicable laws. We advise seeking professional legal guidance from a licensed solicitor to ensure that the agreement is tailored to your specific needs and complies with all relevant laws and regulations.