

# NDA – Non Disclosure Agreement

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Between

**[Company Name]**

**[Address]**

**[ZIP Code, City]**

(the Discloser)

And

**[Freelancer's name]**

**[Address]**

**[ZIP Code, City]**

(the Recipient)

## 1. Purpose

The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of ***[insert details e.g. discussing the possibility of the Recipient and the Discloser entering into a joint venture]***.

## 2. Confidential Information

The Confidential Information to be disclosed includes the following:

***[List of activities/confidential information - e.g. customer lists, contacts, financial data, sales data, supply sources / business opportunities for new or developing businesses]***

## 3. Confidentiality Obligations

The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.

## 4. Security Obligations

The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party **[except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 3 above and this clause 4]**.

## 5. Exclusions

The undertakings in clauses 3 and 4 above apply to all the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

- a) Any information which is or in future comes into public domain (unless as a result of the breach of this Agreement) or
- b) Any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

**6. Disclosures enforced by Law**

Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

**7. Return of Information**

The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

**8. Property Rights**

Neither this Agreement nor the supply of any information grants the Recipient any license, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

**9. Duration Period**

The undertakings in clauses 3 and 4 will continue in force *[number of, months, years etc.]*

**10. Applicable Law**

This Agreement is governed by and is to be construed in accordance with the laws of *[Country]*. The courts located in *[Country]* will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with this Agreement.

**11. Additions or Modifications**

This Agreement states the entire Agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by both parties.

**12. Final Provisions**

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**WHEREFORE, the parties acknowledge that they have read and understood this Agreement and voluntarily accept the duties and obligations set forth herein.**

***Discloser of confidential information:***

***Signature:*** \_\_\_\_\_

***Name & Title:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

***Recipient of Confidential information:***

***Signature:*** \_\_\_\_\_

***Name & Title:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_