

MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is provided by Clientish as a free, editable starting point. It is written as a mutual NDA (both parties protected), which suits most agency pitches and discovery. Replace the bracketed fields, adapt it to your jurisdiction, and sign before any confidential conversation. This template is not legal advice; for high-stakes information, have it reviewed by a qualified lawyer.

This Non-Disclosure Agreement ("Agreement") is entered into on [Date] between:

Party A: [Legal name], of [address]

Party B: [Legal name], of [address]

Each party may act as a discloser and a receiver of Confidential Information. (For a one-way agreement, delete the mutual language and name only one Disclosing Party.)

1. Purpose

The parties wish to share certain confidential information for the purpose of **[e.g. evaluating a potential working relationship / discussing a prospective project]** (the "Purpose"). Confidential Information may be used only for the Purpose and for no other reason.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one party to the other, in any form (written, verbal, electronic, or visual), that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. It includes, without limitation:

- Business strategies, plans, and methods
- Pricing, rates, and commercial terms
- Customer, client, and supplier information
- Designs, processes, frameworks, and know-how
- Financial and performance data

3. Exclusions

Confidential Information does **not** include information that:

- Is or becomes publicly available through no fault of the receiving party;
- Was already known to the receiving party before disclosure, without a duty of confidentiality;
- Is independently developed by the receiving party without using the Confidential Information;
- Is lawfully received from a third party free to disclose it.

4. Obligations of the Receiving Party

The receiving party will:

- Hold the Confidential Information in strict confidence;
- Use it only for the Purpose;
- Protect it with at least the same care it uses for its own confidential information, and no less than reasonable care;
- Not disclose it to any third party except as permitted below.

5. Permitted Disclosure

The receiving party may share Confidential Information with its **employees, subcontractors, and contractors (including freelancers)** who need it for the Purpose, provided each is bound by confidentiality obligations at least as protective as this Agreement. The receiving party remains responsible for their compliance.

Disclosure required by law or court order is permitted, provided the receiving party gives prompt notice (where lawful) so the disclosing party can seek protection.

6. Term and Duration

Item	Detail
This Agreement is effective from	[Date]
Information may be shared under it until	[Date / end of discussions]
Confidentiality obligations continue for	[e.g. 3 years] after disclosure

Genuine trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

7. Return or Destruction of Materials

On written request, or when the Purpose ends, the receiving party will return or destroy all Confidential Information and copies in its possession, and confirm destruction in writing if asked.

8. No License or Obligation

Nothing in this Agreement grants any license or ownership in the Confidential Information, nor obliges either party to enter into any further agreement or transaction.

9. Remedies

The parties agree that a breach may cause irreparable harm for which money alone is inadequate. The disclosing party is therefore entitled to seek **injunctive relief** (a court order to prevent further disclosure), in addition to any other remedy available at law.

10. General

- **Governing law:** This Agreement is governed by the laws of **[jurisdiction]**.
- **Entire agreement:** It is the entire understanding between the parties on this subject.
- **Severability:** If any provision is unenforceable, the remainder stays in effect.
- **No waiver:** A failure to enforce any provision is not a waiver of it.

11. Signatures

By signing, both parties agree to the terms of this Non-Disclosure Agreement.

Party A	Party B
Signature: _____	Signature: _____
Name: []	Name: []
Title: []	Title: []
Date: _____	Date: _____

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