

NON-DISCLOSURE AGREEMENT (NDA)

Free Fillable Legal Template — ClearLegalTips.com (2026)

This is a general-purpose NDA template. Fill in the bracketed fields with your specific information. Delete any sections that do not apply. This template works for both one-way (unilateral) and two-way (mutual) agreements — use the checkboxes below to indicate which.

NON-DISCLOSURE AGREEMENT

Effective Date: _____

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date by and between:

Disclosing Party:

Name (Full Legal Name of Disclosing Party): _____

Address (Street, City, State, ZIP): _____

Entity Type (Individual / Corporation / LLC / Partnership): _____

Receiving Party:

Name (Full Legal Name of Receiving Party): _____

Address (Street, City, State, ZIP): _____

Entity Type (Individual / Corporation / LLC / Partnership): _____

(Collectively referred to as the "Parties" and individually as a "Party.")

NDA Type — check one:

- ☐ This is a Unilateral (One-Way) NDA — Only the Disclosing Party is sharing confidential information.
- ☐ This is a Mutual (Two-Way) NDA — Both Parties are sharing confidential information with each other. (If Mutual, all references to "Disclosing Party" and "Receiving Party" apply equally to both Parties.)

1. PURPOSE

The Parties wish to explore a potential business relationship concerning:

Describe the Purpose (e.g., "evaluating a potential software development partnership," "discussing the acquisition of business assets," "engaging Receiving Party as an independent contractor for product design services"): _____

In connection with this Purpose, the Disclosing Party may share certain confidential and proprietary information with the Receiving Party. This Agreement is intended to protect such information from unauthorized use or disclosure.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any and all non-public information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, electronically, or by any other means, including but not limited to:

- Trade secrets, inventions, and patent applications
- Business plans, strategies, and financial information
- Customer and supplier lists and contact information
- Marketing plans and pricing data
- Software, source code, algorithms, and technical specifications
- Product designs, prototypes, and manufacturing processes
- Employee information and organizational structure
- Any other information designated as "confidential" at the time of disclosure

Confidential Information also includes any notes, analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or reflect the Disclosing Party's Confidential Information.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (c) Use the Confidential Information solely for the Purpose described in Section 1;
- (d) Limit access to Confidential Information to those employees, agents, or advisors who (i) have a need to know, and (ii) are bound by confidentiality obligations at least as protective as those in this Agreement;
- (e) Take reasonable security measures to protect the Confidential Information from unauthorized access, use, or disclosure — at minimum, the same degree of care the Receiving Party uses to protect its own confidential information, but no less than reasonable care;
- (f) Promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations of this Agreement do not apply to information that:

- (a) Was already known to the Receiving Party prior to disclosure, as demonstrated by written records;
- (b) Is or becomes publicly available through no fault of the Receiving Party;
- (c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (d) Is rightfully received from a third party without restriction on disclosure;
- (e) Is required to be disclosed by law, regulation, or court order — provided the Receiving Party gives the Disclosing Party prompt written notice (to the extent legally permitted) and cooperates with any efforts to obtain protective treatment for the information.

5. TERM AND DURATION

This Agreement shall remain in effect for a period of [NUMBER] years from the Effective Date. (Typical range: 2–5 years. For trade secrets, consider using "indefinite" or "for so long as the information qualifies as a trade secret under applicable law.")

Disclosure period (number of years): _____

The confidentiality obligations shall survive the termination or expiration of this Agreement for a period of [NUMBER] years after the date of termination or expiration.

Survival period (number of years): _____

6. RETURN OR DESTRUCTION OF MATERIALS

Upon termination of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall:

- (a) Promptly return or destroy all documents, files, and other materials containing Confidential Information;
- (b) Permanently delete all electronic copies of Confidential Information from its systems;
- (c) Provide written certification of such return or destruction within [NUMBER — e.g., 14] days of the request.

Certification deadline (number of days): _____

7. NO LICENSE OR RIGHTS GRANTED

Nothing in this Agreement grants the Receiving Party any rights, license, or interest in the Confidential Information, except the limited right to use it for the Purpose stated in Section 1. All Confidential Information remains the exclusive property of the Disclosing Party.

8. REMEDIES FOR BREACH

The Parties acknowledge that a breach of this Agreement may cause irreparable harm to the Disclosing Party that cannot be adequately compensated by monetary damages. Therefore, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief and specific performance without the need to post a bond or prove actual damages.

9. NOTICE OF IMMUNITY (18 U.S.C. §1833(b))

Required for any NDA covering an employee, independent contractor, or consultant under the federal Defend Trade Secrets Act.

An individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal.

An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal, and (b) does not disclose the trade secret except pursuant to court order.

(Omitting this notice from a worker's NDA does not void the agreement, but it forfeits your right to recover exemplary/punitive damages and attorney fees against that person in a later trade-secret suit. You may satisfy the requirement with this notice or by cross-referencing a separate policy document that sets out your reporting policy.)

10. NO WARRANTY

The Disclosing Party provides Confidential Information "AS IS" and makes no warranties, express or implied, regarding its accuracy, completeness, or fitness for any particular purpose.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE NAME], without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be resolved in the state or federal courts located in [COUNTY/CITY, STATE].

Governing State: _____

County / City for disputes: _____

12. MISCELLANEOUS

(a) Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, discussions, and

understandings.

(b) Amendments: No modification of this Agreement shall be valid unless made in writing and signed by both Parties.

(c) Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

(d) Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party.

(e) Waiver: A failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

(f) Counterparts: This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

SIGNATURES

Disclosing Party:

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

Receiving Party:

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

© 2026 ClearLegalTips.com — Informational only, not legal advice.

INSTRUCTIONS FOR USE

How to use this template: Replace every [BRACKETED] field and blank line with your details, then check the correct NDA type (unilateral or mutual). Keep Section 9 (Notice of Immunity) whenever the Receiving Party is an employee, independent contractor, or consultant — leaving it out forfeits punitive damages and attorney fees in a trade-secret suit against that person. Match the survival period in Section 5 to the information (2–5 years for ordinary business information; indefinite only for genuine trade secrets). Both parties sign and date, each keeps a copy, and store it securely. Laws vary by state and change over time; for high-value or specialized situations, have the agreement reviewed by an attorney licensed in your state. This template is general information, not legal advice.