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# Non-Disclosure Agreement

## *SAMPLE*

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# Non-Disclosure Agreement

SAMPLE

*This is a sample of what you might use when starting to work with new clients.*

This agreement is between:

***The Company hereby referred to as “\_\_\_\_\_”; and “\_\_\_\_\_”; hereby referred to as “the CONTRACTOR”;***

Whereas it is agreed as follows; In consideration of disclosing to the CONTRACTOR certain confidential information comprising of intellectual property, business plans, products, product intentions, documents, methods of operation and information in any form or media, relating to the same for the purpose of conducting discussions or undertaking work, the CONTRACTOR undertakes as follows:

1. To treat the confidential information as secret and confidential and will not, except with the prior written consent of \_\_\_\_\_ make use of the same other than for the purposes of undertaking specified work as agreed with \_\_\_\_\_ nor disclose the same to any Third Party except, and only to extent necessary, to such of its employees or agents who shall have been aware that the same is confidential and bound to treat it as such, provided however, that this undertaking shall impose no obligation with respect to any information which:
2. That any/all samples, prototypes, software, hardware, materials, designs, drawings, and other documents, which are supplied for the purposes of discussions, or undertaking work will remain the property of \_\_\_\_\_ and the CONTRACTOR will return them on completion of the work or discussions within fourteen days of receipt of the request. In such an event the CONTRACTOR will not retain any copy of any part of confidential information in any form or media.
3. That except to conduct discussions, or undertake works, the CONTRACTOR has no licence or right commercially to use the confidential information.
4. The CONTRACTOR agrees that damages may not be an adequate remedy for any breach of this agreement and that \_\_\_\_\_ shall be entitled to a court order to enforce compliance with this agreement or to stop any breach of it, actual or threatened.
5. That this agreement will only apply to confidential information, which the CONTRACTOR receives within three years of the date of this agreement. The obligations set out in this agreement will continue to apply to such confidential information for a period of six years from the first signed date of this agreement.
6. That neither party may assign this agreement to any third party.

As Witness this Agreement has been signed on behalf of each party by its duly authorised representative as on the date of the year written.

Signed by \_\_\_\_\_

Date \_\_\_\_\_

Signed for and on behalf  
of The CONTRACTOR \_\_\_\_\_

Date \_\_\_\_\_