# SAMPLE NON-DISCLOSURE AGREEMENT

Please feel free to download this non-disclosure agreement and adapt to your individual requirements. However, remember that every situation is unique, and that you may wish to ask your lawyer to check this agreement to ensure that your confidentiality is adequately protected.

Limit of Liability/Disclaimer of Warranty: THE PUBLISHER AND THE AUTHOR MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF THIS WORK AND SPECIFICALLY DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY MAY BE CREATED OR EXTENDED BY SALES OR PROMOTIONAL MATERIALS. THE ADVICE AND STRATEGIES CONTAINED HEREIN MAY NOT BE SUITABLE FOR EVERY SITUATION. THIS WORK IS PROVIDED WITH THE UNDERSTANDING THAT THE PUBLISHER IS NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL SERVICES. IF PROFESSIONAL ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT. NEITHER THE PUBLISHER NOR THE AUTHOR SHALL BE LIABLE FOR DAMAGES ARISING HEREFROM.

# NON-DISCLOSURE AGREEMENT

Agreement between Disclosing Party [Insert Your Business Name here] and Receiving Party [Insert The Name of the Person with whom You’re Sharing Your Plan here]

## Disclosing Party Details

Name:

…………………………………………………………………………..

Address:

…………………………………………………………………………..

…………………………………………………………………………..

## Receiving Party Details

Name:

…………………………………………………………………………..

Address:

…………………………………………………………………………..

# Definition of Confidential Information

For the purposes of this Agreement, Confidential Information includes all materials relating to the Business Plan of the Disclosing Party, including information shared verbally and/or in writing.

This Confidential Information includes (but is not limited to) business strategies and concepts, competitor analysis, costings, financial projections, market analysis, product and distribution information and trade secret information.

Confidential Information does not include information currently in the public domain, or in the Receiving Party’s possession prior to the date of this agreement.

# TERMS OF AGREEMENT

1. The Receiving Party undertakes that it will not use the Confidential Information for any other purpose than for considering, advising or evaluating the Business Plan.
2. The Receiving Party undertakes that it will not disclose the Confidential Information to any other person or organisation and will not publish, use or copy the Confidential Information without the prior consent of the Disclosing Party.
3. The Receiving Party undertakes to maintain effective security measures to protect the Confidential Information from unauthorised access, use or disclosure.
4. On the request from the Disclosing Party, the Receiving Party undertakes to return all Confidential Information provided by the Disclosing Party with 14 days.
5. The Receiving Party acknowledges that any breach of the terms and conditions of this agreement may result in legal action.

# AUTHORISATION

|  |  |
| --- | --- |
| **Disclosing Party** | **Receiving Party** |
| …………………………………..  Name (Printed)  ………………………………….. | …………………………………..  Name (Printed)  ………………………………….. |
| Signature | Signature |
| ………………………………….  Witness Name (Printed)  ………………………………….  Signature | ………………………………….  Witness Name (Printed)  ………………………………….  Signature |
| ………………………………….  Date | ………………………………….  Date |