

# Non-Disclosure Agreement (NDA)

This **Non-Disclosure Agreement (NDA)** ("Agreement") is made and entered into as of [Date], by and between:

- **Disclosing Party:** [Client's Name/Company Name], having an address at [Client's Address]
- **Receiving Party (Freelancer):** [Freelancer's Name], having an address at [Freelancer's Address]

## **1. Definition of Confidential Information**

"Confidential Information" refers to any data, materials, knowledge, and proprietary information shared by the Disclosing Party to the Receiving Party, whether oral or written, including but not limited to business plans, customer lists, technology, strategies, financial information, and project details.

## **2. Obligations of Receiving Party**

1. The Receiving Party shall keep the Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the Disclosing Party.
2. The Receiving Party agrees to use the Confidential Information solely for the purpose of [state purpose, e.g., "providing freelance services"] and not for any other purpose.
3. The Receiving Party will take all reasonable and necessary precautions to prevent unauthorized disclosure of Confidential Information.

## **3. Exclusions**

This Agreement does not apply to information that:

- Was already known to the Receiving Party prior to disclosure by the Disclosing Party;
- Is or becomes publicly known through no wrongful act of the Receiving Party;
- Is received from a third party without restriction and without breach of this Agreement;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

## **4. Duration**

The obligations of confidentiality will remain in effect for a period of [number] years from the date of disclosure or until the Confidential Information no longer qualifies as confidential under Section 3, whichever occurs first.

## **5. Return of Materials**

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials and documents containing Confidential Information.

## **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

## **7. Miscellaneous**

Any amendments or modifications to this Agreement must be in writing and signed by both parties. If any provision of this Agreement is found to be invalid, the remainder shall continue in full force and effect.

## **IN WITNESS WHEREOF**

The parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

### **Disclosing Party (Client):**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Receiving Party (Freelancer):**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

