

NON-DISCLOSURE AGREEMENT (NDA)

EMP-2024-UK-001 | January 1, 2026

A FIRST PARTY

Tech Innovations Ltd

45 Queen Street
London
EC1V 9DS
United Kingdom

contact@techinnovations.co.uk | +44 20 7946
0123

B SECOND PARTY

John Smith

78 Baker Street
London
NW1 6XE
United Kingdom

john.smith@email.com | +44 7712 345678

TERMS AND CONDITIONS

1. Definition of Confidential Information

For purposes of this Agreement, "**Confidential Information**" means any non-public information, whether written, oral, electronic, or otherwise, that has or could have commercial value or other utility in the business of the Disclosing Party.

Confidential Information includes, without limitation, business plans, technical data, financial information, customer information, trade secrets, know-how, and other proprietary materials.

- Written Confidential Information should be clearly marked as "Confidential" or with a similar designation.
- Oral Confidential Information shall be identified as confidential at the time of disclosure and confirmed in writing within a reasonable period after disclosure.

2. Exclusions from Confidential Information

Confidential Information does **not** include information that the Receiving Party can demonstrate:

- is or becomes publicly available through no fault of the Receiving Party;
- was lawfully known by the Receiving Party prior to disclosure by the Disclosing Party;

- c. is lawfully obtained from a third party without breach of any confidentiality obligation; or
 - d. is disclosed with the prior written consent of the Disclosing Party.
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3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a. hold the Confidential Information in strict confidence and use it solely for the benefit of the Disclosing Party or for the purpose for which it was disclosed;
- b. restrict access to Confidential Information to employees, contractors, or third parties who have a legitimate need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement;
- c. not disclose, publish, copy, distribute, or otherwise make available any Confidential Information without the prior written consent of the Disclosing Party;
- d. protect the Confidential Information using at least the same degree of care used to protect its own confidential information, but not less than reasonable care.

Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies, notes, and materials derived from it.

4. Term and Survival

This Agreement shall remain in effect until terminated by either Party upon written notice.

The Receiving Party's obligation to maintain confidentiality shall survive termination of this Agreement and shall continue until the Confidential Information no longer qualifies as confidential or trade secret information under applicable law, or until the Disclosing Party provides written notice releasing the Receiving Party from such obligations, whichever occurs first.

5. No Partnership or Employment

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or employment relationship between the Parties.

6. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to best reflect the original intent of the Parties.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior or contemporaneous agreements, discussions, or understandings, whether written or oral. Any amendment must be in writing and signed by both Parties.

8. Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

9. Notice of Legal Immunity (Whistleblower Protection)

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made:

- a. in confidence to a government official 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 proceeding, if such filing is made under seal.

An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding, provided that any document containing the trade secret is filed under seal and the trade secret is not otherwise disclosed except by court order.

10. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SPECIAL PROVISIONS

None

SIGNATURES & EXECUTION

PARTY A



Jane Doe

HR Director

Date: January 1, 2026

PARTY B



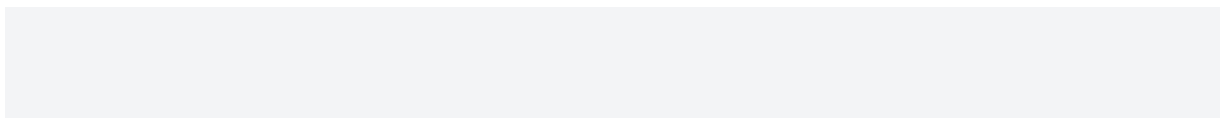
John Smith

Employee

Date: January 1, 2026



WITNESS



Emily Clark

Date:



NOTARY PUBLIC

Notary Public Registration No. 123456