

# NON-DISCLOSURE AGREEMENT (NDA)

EMP-2024-UK-001

January 1, 2026 — December 31, 2028

PARTY A

## Tech Innovations Ltd

45 Queen Street  
London  
EC1V 9DS  
United Kingdom  
contact@techinnovations.co.uk | +44 20 7946 0123

PARTY B

## 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 disclosed by the Client to the Freelancer, whether written, oral, visual, or electronic, including but not limited to:

- source code, object code, algorithms, scripts, APIs, SDKs
- system architecture, technical designs, documentation
- product roadmaps, specifications, and feature plans
- security practices, credentials, keys, tokens, and secrets
- business plans, pricing, customer data, and financial information

Written Confidential Information shall be clearly marked as “Confidential” or similar.

Oral Confidential Information shall be identified as confidential at the time of disclosure and confirmed in writing within a reasonable time.

### 2. Exclusions from Confidential Information

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

- a. is or becomes publicly available through no fault of the Freelancer;
  - b. was lawfully known by the Freelancer prior to disclosure by the Client;
  - c. is independently developed by the Freelancer without use of the Client's Confidential Information;
  - d. is lawfully obtained from a third party without breach of any obligation; or
  - e. is disclosed with the Client's prior written consent.
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### **3. Obligations of the Freelancer**

The Freelancer agrees to:

- a. use the Confidential Information solely for the purpose of performing services for the Client;
- b. not disclose Confidential Information to any third party without the Client's prior written consent;
- c. restrict access to Confidential Information to individuals strictly necessary to perform the services and who are bound by confidentiality obligations no less protective than this Agreement;
- d. protect Confidential Information using reasonable technical and organizational security measures appropriate for software development work;
- e. not copy, publish, reverse engineer, or exploit the Confidential Information for personal or third-party benefit.

Upon written request or termination of services, the Freelancer shall promptly return or securely destroy all Confidential Information, including copies, backups, and derived materials.

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### **4. Term and Survival**

This Agreement shall remain in effect during the term of the Freelancer's engagement with the Client.

The Freelancer's confidentiality obligations shall survive termination of the engagement and shall continue until the Confidential Information becomes publicly available through lawful means or the Client provides written release, whichever occurs first.

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### **5. Intellectual Property Clarification**

Nothing in this Agreement grants the Freelancer any ownership rights in the Client's intellectual property, source code, or Confidential Information.

Ownership of deliverables and intellectual property shall be governed by a separate services or freelance agreement, if any.

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## 6. Independent Contractor Relationship

The Freelancer is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties.

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## 7. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## 8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior discussions or agreements relating to confidentiality. Any amendment must be in writing and signed by both Parties.

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## 9. Waiver

Failure by either Party to enforce any provision shall not constitute a waiver of that provision or any other provision.

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## 10. Whistleblower and Legal Disclosure Immunity

Nothing in this Agreement prohibits the Freelancer from disclosing Confidential Information to government authorities or an attorney for the purpose of reporting or investigating a suspected violation of law, provided such disclosure is made in accordance with applicable whistleblower protection laws.

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## 11. 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

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**Jane Doe**

HR Director

January 1, 2026

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**John Smith**

Employee

January 1, 2026

WITNESS

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**Emily Clark**

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NOTARY PUBLIC

Notary Public Registration No. 123456

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