

UNIVERSAL LEGAL TEMPLATE

Mutual Non-Disclosure Agreement

A two-way NDA short enough that people actually read it, with the four terms that decide whether it means anything.

Most NDAs are one-sided, four pages longer than they need to be, and signed without being read. This one is mutual by default, fits on two pages of actual terms, and is explicit about the three things that decide whether an NDA is enforceable: what counts as confidential, how long the duty lasts, and what is carved out.

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How to use this template

An NDA is the cheapest document in a commercial relationship and the one most often signed on autopilot. Three fields decide whether it does anything at all.

- 1 **Keep it mutual unless there is a reason not to.** A one-way NDA signals that only one side has something worth protecting, and it invites a negotiation you did not need to have.
- 2 **Define the confidential information narrowly.** 'All information disclosed' is so broad that courts routinely refuse to enforce it. Name the categories.
- 3 **Set a real term.** Perpetual confidentiality is unenforceable in many jurisdictions. Two to five years is normal; trade secrets can run longer.
- 4 **Keep the carve-outs.** Information that is already public, independently developed, or lawfully received from someone else cannot be confidential. Removing these makes the whole agreement look overreaching.
- 5 **Sign it before the meeting, not after.** An NDA cannot protect a disclosure that already happened.

THIS IS NOT LEGAL ADVICE

Gatilab is a WordPress and search agency, not a law firm. This is a drafting aid built from common commercial terms. Enforceability varies by jurisdiction, particularly around term length and employee mobility. **Have a lawyer review it before you rely on it.**

When you need one and when you do not

Worth signing

Sharing financials, customer lists, source code, unreleased product plans, pricing models, or anything you would not put on your website.

Usually not worth it

A first sales call, a general capability discussion, or a scoping conversation about work you both already advertise publicly.

Sign it early

Due diligence, a potential acquisition, a partnership discussion, or handing over access to a live system.

Watch out

An NDA that also contains non-compete or IP assignment terms is not an NDA. Read past the title before signing.

The most common mistake

Asking a supplier to sign an NDA before they have told you what they do. If the conversation is about their standard service, there is nothing confidential yet, and the request reads as procedural rather than considered. Save it for the point where real information changes hands.

THE RECIPROCITY TEST

If you would not be comfortable signing the same agreement with the roles reversed, it is too aggressive. Mutual agreements get signed same-day; one-sided ones get sent to a lawyer and come back in a fortnight.

Parties, purpose, and definitions

EFFECTIVE DATE <u>DD / MM / YYYY</u>		GOVERNING LAW <u>State / country</u>	TERM <u>3</u> years
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PARTY	LEGAL NAME	REGISTERED ADDRESS	CONTACT
A			
B			

1 Purpose

The parties wish to explore

describe the purpose: a possible engagement, partnership, investment, or transaction (the "Purpose"). In doing so, each may disclose Confidential Information to the other.

Each party may act as both discloser and recipient. Obligations apply equally to both.

2 Confidential Information

"Confidential Information" means non-public information disclosed by one party to the other for the Purpose, in any form, that is either marked confidential or would reasonably be understood as confidential given its nature. It includes:

- Financial information, pricing, margins, and forecasts
- Customer and supplier lists, and the terms of those relationships
- Source code, technical architecture, credentials, and security arrangements
- Product plans, roadmaps, and unreleased designs
- Business strategy, marketing plans, and performance data
- Add anything specific to this relationship

Narrow this list to what is real. A category you list but never disclose costs nothing. A category you disclose but never listed is unprotected.

3 Exclusions

Confidential Information does not include information that:

- Is or becomes public through no breach of this Agreement
- The recipient already held, without a duty of confidence, before disclosure
- The recipient lawfully receives from a third party free to disclose it
- The recipient independently develops without reference to the disclosed information

The recipient bears the burden of showing an exclusion applies.

Obligations and permitted disclosure

4 Duty of confidence

Each recipient will:

- Use Confidential Information only for the Purpose, and for nothing else
- Protect it with at least the care it applies to its own confidential information, and never less than reasonable care
- Not disclose it to any third party except as permitted in clause 5
- Not reverse engineer, decompile, or analyse any disclosed materials or samples

5 Permitted disclosure

A recipient may disclose Confidential Information to its employees, contractors, and professional advisers who need it for the Purpose, provided each is bound by confidentiality obligations at least as protective as these. The recipient remains responsible for their compliance.

Required by law. A recipient may disclose where compelled by law, regulation, or court order, provided it gives the disclosing party prompt written notice where lawful to do so, and discloses only what is required.

6 No licence, no obligation

Nothing here transfers ownership or grants any licence, express or implied, in any intellectual property.

Nothing here obliges either party to proceed with the Purpose, to enter any further agreement, or to disclose anything at all.

Neither party makes any warranty as to the accuracy or completeness of information disclosed.

THE CLAUSE PEOPLE DELETE AND REGRET

Clause 6's second paragraph. Without it, a long discovery process under an NDA can be argued as an agreement to agree. One sentence removes that entire class of dispute.

Term, return, remedies, and general terms

7 Term

This Agreement starts on the Effective Date and continues for 2 years.

The duty of confidence survives for 3 years after the last disclosure, or for as long as the information remains a trade secret, whichever is longer.

8 Return or destruction

On written request, or when the Purpose ends, a recipient will return or destroy all Confidential Information and copies within 30 days, and confirm in writing that it has done so.

A recipient may retain one copy where required by law or its own document retention policy, and may retain material held in routine backups. Retained material stays subject to this Agreement.

9 Remedies

The parties agree that damages alone may not be an adequate remedy for breach, and that the disclosing party may seek injunctive relief in addition to any other remedy available, without needing to post security where the law allows.

10 No non-compete, no solicitation restriction

This Agreement does not restrict either party from doing business with anyone, from competing, or from hiring anyone. Any such restriction requires its own agreement and its own consideration.

11 General

- **Entire agreement** on its subject matter; amendments in writing only.
- **No assignment** without written consent, except to a successor of the business.
- **Severability**: an unenforceable clause is limited or struck, and the rest continues.
- **Governing law and jurisdiction**: jurisdiction.
- **Counterparts**, including electronic signature.

Signature page

Each party confirms that the person signing is authorised to bind it, and agrees to the terms above as of the Effective Date.

PURPOSE (ONE LINE)

CONFIDENTIALITY PERIOD

Must match clause 1

PARTY A

PARTY B

Signature

Signature

Printed name

Printed name

Title

Title

Date

Date

Pre-signing checklist

- ☐ The purpose is specific, not 'to discuss a potential business relationship'
- ☐ The confidential categories match what will actually be disclosed
- ☐ All four exclusions in clause 3 are intact
- ☐ The term is a number of years, not perpetual
- ☐ There is no non-compete or IP assignment hiding in the document
- ☐ It is mutual, or there is a stated reason it is not

We build the systems behind the paperwork

Gatilab is an independent WordPress and search agency. We build sites, rank them, and stay long enough to prove the work moved something.

2014 Founded	850+ Clients served	2,000+ Projects completed	10,000+ Plugin installs
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What we do

WordPress engineering

Custom themes, blocks, plugins, and migrations built to stay fast and maintainable after handoff.

SEO strategy

Technical fixes, topical coverage, and search visibility work measured against clicks, not scores.

Content marketing

Research-led articles and editorial systems your team can keep publishing without us.

Conversion design

Landing pages, service pages, and forms designed around the decision the reader is actually making.

Need this handled instead of templated?

Send the problem, not a brief. We will tell you whether it is worth building, what it depends on, and what we would deliberately skip. If the honest answer is that you do not need us, you will get that too.

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