

Non-Disclosure Agreement

A plain-language NDA for freelance and small-business work — what stays confidential, for how long, and what both sides may still do.

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1. Parties

Identifies who is disclosing and who is receiving — or states the NDA is mutual, which is the fair default when both sides share.

2. Definition of confidential information

Describes the protected categories concretely rather than declaring everything secret, which courts and common sense both resist.

3. Exclusions

Carves out information that is public, already known to the receiver, independently developed, or legally required to be disclosed.

4. Permitted use

Limits use of the information to the named project or evaluation, so it cannot be repurposed for a competing idea.

5. Duration

Sets how long confidentiality lasts — two to five years is common for business information; indefinite terms suit true trade secrets only.

6. Return or deletion

Requires shared files and materials to be returned or deleted when the project or discussions end, on request.

7. Portfolio and disclosure carve-out

Records what the freelancer may still say publicly — often naming the client and showing released work, but not unreleased material.

8. Consequences of breach

States that a breach may cause serious harm and the discloser can seek remedies, without inventing unenforceable penalty sums.

Signatures — A

Signatures — B

Witness signature

Date: _____

Date: _____

Date: _____

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PREVIEW