



Basic NDA Template

Mutual and one-way versions, for evaluating a business relationship before you commit to one.

WHAT AN NDA IS, AND WHEN YOU NEED ONE

A Non-Disclosure Agreement is a contract that protects information you share with someone before a deal, a hire, or a partnership is finalised. It does not stop a conversation from happening. It simply makes clear that whatever is shared in that conversation cannot be used or passed on beyond its intended purpose.

For an early-stage company, the information worth protecting is rarely a single secret formula. It is usually the accumulation of things, your financial position, your customer list, your product roadmap, the terms you are willing to accept in a negotiation, that only mean something to a competitor or opportunist if they land in the wrong hands at the wrong time.

An NDA is worth signing before:

- Sharing a pitch deck or financial projections with a potential investor who is not yet committed to the deal.
- Discussing a partnership, integration, or vendor arrangement where either side would reveal business plans or technical details.
- Bringing on a contractor or consultant who will see proprietary code, designs, or customer data before a formal engagement is signed.
- Exploring an acquisition, merger, or investment where either party needs to open its books before terms are agreed.
- Talking to a potential co-founder or senior hire about the business before they have joined and signed an employment agreement.

This template gives you two versions. Use the mutual version when both sides will be sharing sensitive information and both need protection. Use the one-way version when only one party, usually you, is doing the disclosing.

Fill in every bracketed placeholder before use. This is a starting template, not a substitute for legal review of your specific deal, particularly where large sums, sensitive IP, or a foreign counterparty are involved.



Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made on [date] between [Disclosing/Receiving Party 1 name and address] and [Disclosing/Receiving Party 2 name and address] (each a "Party" and together the "Parties").

The Parties wish to explore a potential business relationship and, in connection with that relationship, may each disclose certain confidential information to the other. This Agreement sets out the terms on which that information will be protected.

1. Confidential Information. "Confidential Information" means any non-public information disclosed by either Party to the other, whether in writing, orally, or by inspection, including business plans, financial information, technical data, customer lists, product designs, and any information marked or reasonably understood to be confidential.

2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already lawfully known to the receiving party before disclosure; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without reference to the Confidential Information.

3. Obligations. Each Party agrees to: (a) use the other Party's Confidential Information solely to evaluate or carry out the proposed business relationship; (b) protect it with at least the same degree of care it uses for its own confidential information, and no less than reasonable care; and (c) not disclose it to any third party without the prior written consent of the disclosing Party, except as permitted under this Agreement.

4. Permitted Disclosure. A Party may disclose the other Party's Confidential Information where required by law, regulation, or a valid court or regulatory order, provided it gives the other Party prompt written notice where legally permitted to do so, to allow that Party to seek a protective order.

5. No Licence or Obligation. Nothing in this Agreement obligates either Party to proceed with any business relationship, and no licence, right, or interest in any Confidential Information is granted except the limited right to use it for the stated purpose of evaluation.

6. Return or Destruction. Upon written request by the disclosing Party, or on termination of discussions between the Parties, the receiving Party shall promptly return or destroy all Confidential Information in its possession, and confirm this in writing if requested.

7. Term. This Agreement shall remain in effect for [XX] from the date above, provided that confidentiality obligations with respect to Confidential Information disclosed during that period shall survive for a further period of [XX] thereafter.

8. No Warranty. All Confidential Information is provided "as is." The disclosing Party makes no representation or warranty as to its accuracy or completeness.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, and the courts of [State] shall have exclusive jurisdiction over any dispute arising from it.

10. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions or agreements, written or oral, relating to it.

Signed:

For and on behalf of Party 1:

Name: _____
Signature: _____
Title: _____
Date: _____

For and on behalf of Party 2:

Name: _____
Signature: _____
Title: _____
Date: _____





One-Way Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made on *[date]* between *[Disclosing Party name and address]* ("Disclosing Party") and *[Receiving Party name and address]* ("Receiving Party").

The Receiving Party wishes to evaluate a potential business relationship with the Disclosing Party, in connection with which the Disclosing Party may share certain confidential information. This Agreement sets out the terms on which that information will be protected.

1. Confidential Information. "Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, or by inspection, including business plans, financial information, technical data, customer lists, product designs, and any information marked or reasonably understood to be confidential.

2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already lawfully known to the receiving party before disclosure; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without reference to the Confidential Information.

3. Obligations. The Receiving Party agrees to: (a) use the Confidential Information solely to evaluate or carry out the proposed business relationship; (b) protect it with at least the same degree of care it uses for its own confidential information, and no less than reasonable care; and (c) not disclose it to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.

4. Permitted Disclosure. The Receiving Party may disclose Confidential Information where required by law, regulation, or a valid court or regulatory order, provided it gives the Disclosing Party prompt written notice where legally permitted to do so, to allow the Disclosing Party to seek a protective order.

5. No Licence or Obligation. Nothing in this Agreement obligates either Party to proceed with any business relationship, and no licence, right, or interest in any Confidential Information is granted except the limited right to use it for the stated purpose of evaluation.

6. Return or Destruction. Upon written request by the disclosing Party, or on termination of discussions between the Parties, the receiving Party shall promptly return or destroy all Confidential Information in its possession, and confirm this in writing if requested.

7. Term. This Agreement shall remain in effect for [XX] from the date above, provided that confidentiality obligations with respect to Confidential Information disclosed during that period shall survive for a further period of [XX] thereafter.

8. No Warranty. All Confidential Information is provided "as is." The disclosing Party makes no representation or warranty as to its accuracy or completeness.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, and the courts of [State] shall have exclusive jurisdiction over any dispute arising from it.

10. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions or agreements, written or oral, relating to it.

Signed:

For and on behalf of Disclosing Party:

Name: _____
Signature: _____
Title: _____
Date: _____

For and on behalf of Receiving Party:

Name: _____
Signature: _____
Title: _____
Date: _____