
MUTUAL NON- DISCLOSURE AGREEMENT (WORKED EXAMPLE)

October 03, 2026

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Mutual Non-Disclosure Agreement

Subject Matter: Mutual protection of Confidential Information exchanged for the Purpose.

Parties: Larkfield Analytics Ltd and Fenwick & Dale Stores Ltd.

Version: 1.0.

Date: 15 January 2027.

This worked example is not a legal document. The Parties, individuals, registration numbers, addresses, and notice email addresses stated in this Agreement are invented for illustrative purposes.

Party	Details	Authorised Representative
Larkfield Analytics Ltd	A company incorporated in England and Wales, registration number LA-0044817, with its address at Unit 3, Mill Lane, Larkfield.	Imogen Farrow, Engagement Director.
Fenwick & Dale Stores Ltd	A company incorporated in England and Wales, registration number FD-1187, with its address at 4 Market Row, Fenwick.	Rosalind Dale, Head of Retail Operations.

RECITALS

WHEREAS, Larkfield Analytics Ltd and Fenwick & Dale Stores Ltd wish to explore a potential business relationship.

WHEREAS, each Party may disclose Confidential Information to the other Party in connection with that potential business relationship.

WHEREAS, the Parties intend this Agreement to be mutual, such that each Party may act as a Disclosing Party and a Receiving Party.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the Parties agree as follows.

1. DEFINITIONS

1. **Agreement** means this Mutual Non-Disclosure Agreement, including any schedules agreed in writing by the Parties.
2. **Affiliate** means, in relation to a Party, an entity that controls, is controlled by, or is under common control with that Party.
3. **Confidential Information** means all non-public information disclosed by or on behalf of a Disclosing Party to a Receiving Party, whether before, on, or after the Effective Date, in connection with the Purpose.
4. **Disclosing Party** means a Party that discloses Confidential Information.
5. **Effective Date** means 15 January 2027.
6. **Party** means either Larkfield Analytics Ltd or Fenwick & Dale Stores Ltd, and **Parties** means both of them.
7. **Purpose** means evaluating and exploring a potential business relationship between the Parties.
8. **Receiving Party** means a Party that receives Confidential Information.
9. **Representatives** means a Party's employees, professional advisers, and Affiliates that have a need to know Confidential Information for the Purpose and are bound by confidentiality obligations no less protective than those in this Agreement.

2. CONFIDENTIAL INFORMATION

Confidential Information includes written, oral, electronic, visual, recorded, digital, and tangible information. Confidential Information includes trade secrets, business plans, financial data, customer lists, technical data, research, methods, processes, commercial information, analyses, reports, notes, and information derived from Confidential Information.

Confidential Information includes information identified as confidential and information that a reasonable person would understand to be confidential by reason of its nature or the circumstances of disclosure.

3. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information shall not include information that the Receiving Party can demonstrate by contemporaneous written records:

- a. was in the public domain through no fault or breach of this Agreement by the Receiving Party or its Representatives;

- b. was independently developed by the Receiving Party without use of or reference to the Confidential Information;
- c. was lawfully known to the Receiving Party before disclosure by the Disclosing Party; or
- d. was lawfully received from a third party without a duty of confidentiality owed to the Disclosing Party.

The exclusions in paragraphs (a) to (d) shall apply only to the relevant portion of the information satisfying the applicable exclusion.

4. OBLIGATIONS OF RECEIVING PARTY

Each Receiving Party shall use the Confidential Information solely for the Purpose. Each Receiving Party shall protect the Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.

Each Receiving Party shall not disclose Confidential Information except as permitted under Section 5. Each Receiving Party shall remain responsible for any breach of this Agreement by its Representatives.

Each Receiving Party shall promptly notify the Disclosing Party in writing upon becoming aware of any unauthorised access to, use of, or disclosure of Confidential Information. Each Receiving Party shall reasonably cooperate with the Disclosing Party to mitigate the effects of that unauthorised access, use, or disclosure.

5. PERMITTED DISCLOSURES

A Receiving Party may disclose Confidential Information to its Representatives where those Representatives have a need to know the Confidential Information for the Purpose and are bound by confidentiality duties in accordance with the definition of Representatives.

If a Receiving Party is required by law, regulation, or court order to disclose Confidential Information, the Receiving Party may make that disclosure. Where lawful, the Receiving Party shall promptly give written notice to the Disclosing Party and shall reasonably cooperate in seeking a protective order or other appropriate protection.

The Receiving Party shall disclose only the portion of Confidential Information legally required. Confidential Information disclosed pursuant to this Section 5 shall remain Confidential Information for all other purposes under this Agreement.

6. RETURN OF MATERIALS

Upon the Disclosing Party's written request or upon termination of this Agreement, the Receiving Party shall, within a reasonable time, return or destroy the Confidential Information and materials containing it, at the Disclosing Party's election.

Upon written request, the Receiving Party shall certify in writing that destruction has occurred. A Receiving Party may retain archival copies where retention is required by law, regulation, or established automated backup procedures, provided that retained copies remain subject to Sections 4 and 11.

7. INTELLECTUAL PROPERTY RESERVATION

All Confidential Information shall remain the property of the Disclosing Party. No licence, assignment, transfer, or other right in any intellectual property right is granted or implied by this Agreement, except the limited right to use Confidential Information for the Purpose.

8. REPRESENTATIONS & WARRANTIES

Each Party represents that it has authority to enter into this Agreement and disclose its Confidential Information for the Purpose. Except as expressly stated in this Agreement, Confidential Information is provided without representation or warranty as to accuracy, completeness, fitness for purpose, or non-infringement.

9. REMEDIES

Each Party acknowledges that unauthorised use or disclosure of Confidential Information may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, the Disclosing Party may seek injunctive relief, specific performance, or other equitable relief without proving actual damages, in addition to any other remedies available at law or in equity.

10. TERM & TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a fixed initial term of two years from the Effective Date, unless terminated earlier by written agreement of the Parties.

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities accrued before termination or expiry.

11. SURVIVAL

Sections 2, 3, 4, 5, 6, 7, 9, 11, 12, and 15.1 shall survive termination or expiry of this Agreement.

The obligations in Sections 2, 3, 4, and 7.1 shall continue for three years after each disclosure of the relevant Confidential Information. The remedies and liabilities arising from breach under Section 9 shall survive in accordance with applicable law.

12. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws provisions.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

13. GENERAL PROVISIONS

13.1 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary. The remaining provisions shall continue in full force and effect.

13.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements concerning that subject matter. Nothing in this Agreement shall exclude or limit liability for fraud or fraudulent misrepresentation.

13.3 Amendment and Waiver

No amendment to this Agreement shall be effective unless made by a written instrument signed by both Parties. No waiver shall be effective unless made in writing by the Party granting it. A waiver of one breach shall not operate as a waiver of any later breach.

13.4 Notices

All notices shall be in writing and delivered by hand, recorded or registered post, or email with delivery confirmation. Notices shall be sent to the addresses and email addresses stated below, or to replacement details notified in accordance with this Section 13.4.

Party	Notice Address	Notice Email Address
Larkfield Analytics Ltd	Unit 3, Mill Lane, Larkfield	notices@larkfield-analytics.example
Fenwick & Dale Stores Ltd	4 Market Row, Fenwick	notices@fenwick-dale.example

A notice delivered by hand shall be deemed received upon delivery. A notice sent by recorded or registered post shall be deemed received upon recorded delivery. An email shall be deemed received upon delivery confirmation. A notice received outside normal business hours shall be deemed received on the next business day.

13.5 Counterparts, Assignment, and Relationship

This Agreement may be executed in counterparts, each of which shall constitute an original, and all counterparts together shall constitute one instrument. Neither Party may assign this Agreement without the other Party's prior written consent.

Nothing in this Agreement shall create a partnership, joint venture, agency, fiduciary relationship, or employment relationship between the Parties.

14. EXECUTION & SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For Larkfield Analytics Ltd	For Fenwick & Dale Stores Ltd
By: _____ Name: Imogen Farrow Title: Engagement Director Place of execution: _____ Date: _____	By: _____ Name: Rosalind Dale Title: Head of Retail Operations Place of execution: _____ Date: _____