

Mutual confidentiality before the detail.

This optional template gives both sides the same duty to protect information shared while evaluating a possible project. Complete the cover sheet, review every clause and arrange signature before either party shares confidential detail.

BEFORE YOU USE THIS

This is a general discussion template, not legal advice and not a substitute for a document tailored by a solicitor. It becomes binding only when the parties agree the final wording and sign it. Do not put the secret itself in the Purpose field - describe the proposed discussion broadly.

AGREEMENT DATE**CONFIDENTIALITY PERIOD****PARTY A****HiMood Group Ltd, trading as Beta Check Hub**

Company number 17263997 | Registered office: 20 Wenlock Road, London, England, N1 7GU

PARTY B - INDIVIDUAL OR ORGANISATION NAME**COMPANY NUMBER, IF APPLICABLE****COUNTRY OF REGISTRATION****ADDRESS OR REGISTERED OFFICE****PURPOSE - KEEP THIS BROAD**

Suggested next step: each party keeps a completed copy, records what is disclosed and sends confidential files only through an agreed channel.

The agreement

01 Purpose and mutual role

Each party may disclose confidential information to the other only for the Purpose stated on the cover sheet. A party is the Disclosing Party when it provides information and the Recipient when it receives information.

02 What Confidential Information means

Confidential Information means non-public technical, creative, commercial, financial or operational information disclosed for the Purpose in writing, visually, orally, electronically or by inspection, where it is marked confidential or where a reasonable person would understand from the nature or circumstances that it is confidential.

03 Recipient obligations

- use Confidential Information only for the Purpose;
- protect it with at least reasonable care and no less care than the Recipient uses for its own comparable information;
- share it only with employees, contractors or professional advisers who need it for the Purpose and are bound by confidentiality obligations;
- not copy, reverse engineer or exploit it except as reasonably necessary for the Purpose; and
- notify the Disclosing Party promptly after becoming aware of unauthorised access, use or disclosure.

04 Information outside the agreement

The obligations do not apply where the Recipient can show that the information was lawfully known without restriction before disclosure; becomes public without breach; is received lawfully from another source without a duty of confidence; or is independently developed without using the Confidential Information.

05 Required and protected disclosures

The Recipient may disclose information to the extent required by law, a court or a competent authority and, where lawful, will give the Disclosing Party prompt notice and disclose only what is required. Nothing in this Agreement prevents or restricts a report to the police or a regulator, obtaining legal advice, a protected disclosure, or any other disclosure that cannot lawfully be restricted.

06 Return, deletion and retained records

On written request, the Recipient will return or securely delete Confidential Information under its control, except for copies it must keep by law, professional rules or automatic backup systems. Any retained copy remains protected by this Agreement and must not be used for another purpose.

07 Ownership, accuracy and no licence

Confidential Information remains the property of the Disclosing Party. No intellectual property licence or transfer is granted except the limited right to use the information for the Purpose. Unless the parties agree otherwise in writing, information is provided without a promise that it is complete or accurate.

08 No obligation to proceed

This Agreement does not require either party to disclose information, enter into a project or continue discussions. Any services, deliverables, fees, intellectual property ownership or data-processing arrangements will be agreed separately in a proposal, statement of work or contract.

09 Duration

The obligations in clauses 3 to 6 continue for the confidentiality period stated on the cover sheet, calculated from the last disclosure under this Agreement, unless the parties agree another period in writing or applicable law requires a different result.

10 Data protection

Each party will handle personal data contained in Confidential Information in accordance with applicable data protection law. This Agreement is not a data-processing agreement. If a project requires one party to process personal data for the other, the parties will put the necessary terms in place before that processing begins.

11 General terms

Changes must be agreed in writing by both parties. If one provision is unenforceable, the remaining provisions continue. A delay in enforcing a right is not a waiver. This Agreement may be signed in counterparts and by electronic signature.

12 Governing law and courts

This Agreement is governed by the law of England and Wales. The courts of England and Wales have non-exclusive jurisdiction over disputes connected with it.

Agree the wording. Then sign.

Both parties should keep the completed cover sheet and all agreement pages together. A typed field is not a substitute for any signature form the parties require; print or use an agreed electronic-signature service.

PARTY A

HiMood Group Ltd trading as Beta Check Hub

AUTHORISED SIGNATORY NAME

POSITION

SIGNATURE DATE

SIGNATURE

PARTY B

Name shown on the cover sheet

AUTHORISED SIGNATORY NAME

POSITION

SIGNATURE DATE

SIGNATURE

Source and review note

This general template was prepared with reference to the UK Intellectual Property Office guidance and example mutual NDA. UK NDA law and guidance can change, and the suitability of any wording depends on the project and parties. Consider independent legal advice before relying on it.

Official guidance: [gov.uk/government/publications/non-disclosure-agreements](https://www.gov.uk/government/publications/non-disclosure-agreements)