

**\*\*Non-Disclosure Agreement (NDA)\*\***

This Non-Disclosure Agreement ("Agreement") is entered into on [Date] ("Effective Date"), by and between:

**\*\*Disclosing Party's Name and Address:\*\***

[Disclosing Party's Name]  
[Disclosing Party's Address]  
[City, State, Postal Code]

Hereinafter referred to as the "Disclosing Party."

And

**\*\*Receiving Party's Name and Address:\*\***

[Receiving Party's Name]  
[Receiving Party's Address]  
[City, State, Postal Code]

Hereinafter referred to as the "Receiving Party."

Collectively referred to as the "Parties."

**\*\*1. Definition of Confidential Information\*\***

"Confidential Information" refers to any proprietary or non-public information, including but not limited to trade secrets, business plans, customer lists, financial data, and any other information that is disclosed by the Disclosing Party to the Receiving Party during the term of this Agreement.

**\*\*2. Obligations of the Receiving Party\*\***

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of [Purpose of Disclosure].

**\*\*3. Exceptions\*\***

The obligations set forth in Section 2 shall not apply to information that:

- Is already known to the Receiving Party prior to disclosure by the Disclosing Party.

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- Becomes publicly available without any fault of the Receiving Party.
- Is independently developed by the Receiving Party without reference to the Confidential Information.

**\*\*4. Duration of Confidentiality\*\***

The Receiving Party's obligations under this Agreement shall remain in effect for a period of [Duration] years from the Effective Date.

**\*\*5. Return of Confidential Information\*\***

Upon the written request of the Disclosing Party or upon the termination of this Agreement, the Receiving Party shall promptly return or destroy all copies of Confidential Information, except to the extent required for legal or accounting purposes.

**\*\*6. Governing Law\*\***

This Agreement shall be governed by and construed in accordance with the laws of [State]. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in [County].

**\*\*7. Entire Agreement\*\***

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and representations.

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**\*\*Disclaimer:\*\***

This Non-Disclosure Agreement is provided for informational purposes only and should not be considered legal advice. It is strongly recommended that you consult with legal counsel or a qualified professional to ensure compliance with local laws and regulations. The use of this Agreement is at your own risk, and any reliance on it is solely your responsibility.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

**\*\*Disclosing Party:\*\***

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Receiving Party:\*\***

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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