

Mutual NDA

Template Pack

A fair, professional Non-Disclosure Agreement that closes faster because it doesn't scare counterparties.

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What's in This Pack



Mutual NDA Template

Full 4-page agreement protecting both parties. Covers confidential information, permitted uses, exclusions, term, and remedies.



One-Way NDA Variant

For situations where only one party discloses: investor pitches, contractor access, vendor demos.



Plain-English Annotations

Every clause explained in plain language. Understand what you're signing and negotiate with confidence.



Redline Scenario Guide

Common counterparty changes and how to respond — accept, negotiate, or push back.

When to Use This NDA



Vendor evaluations and product demos



Partnership and integration discussions



M&A due diligence (early stage)



Contractor and freelancer onboarding



Channel partner and reseller agreements



Investor discussions (one-way variant)

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [DATE] by and between:

PARTY A (DISCLOSING / RECEIVING)

[COMPANY NAME]

 [LEGAL ENTITY TYPE, e.g., a Delaware corporation]

 Address: [ADDRESS]

 Representative: [NAME, TITLE]

PARTY B (DISCLOSING / RECEIVING)

[COMPANY NAME]

 [LEGAL ENTITY TYPE]

 Address: [ADDRESS]

 Representative: [NAME, TITLE]

Each party may disclose and receive confidential information in connection with: **[PURPOSE — e.g., "evaluating a potential business relationship or partnership"]** (the "Purpose").

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by either party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including but not limited to: business plans, financial data, customer lists, technical data, trade secrets, and product roadmaps.

[Annotation: This broad definition protects you. If you need to narrow scope, list specific categories.]

2. Obligations of Receiving Party

The Receiving Party agrees to: (a) hold Confidential Information in strict confidence using no less than reasonable care; (b) use Confidential Information solely for the Purpose; (c) limit disclosure to employees or advisors with a need to know who are bound by confidentiality obligations no less protective; and (d) promptly notify the Disclosing Party of any unauthorized disclosure.

[Annotation: "Reasonable care" is industry standard. "No less than reasonable care" is defensible and not over-burdensome.]

3. Exclusions from Confidential Information

Obligations do not apply to information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was known to Receiving Party prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by law or

Signature Block & Redline Guide

Additional Standard Clauses (full text in editable Word version)

- | | |
|--|--|
| <p>5. No License — disclosure does not grant rights in IP</p> | <p>6. Return / Destruction of Confidential Information</p> |
| <p>7. Injunctive Relief — irreparable harm acknowledgment</p> | <p>8. Governing Law — [STATE] courts and law</p> |
| <p>9. Entire Agreement — supersedes prior discussions</p> | <p>10. Counterparts / Electronic Signature — DocuSign valid</p> |

Signature Block

PARTY A

Signature

Name: [PRINTED NAME]

Title: [TITLE]

Date: _____

PARTY B

Signature

Name: [PRINTED NAME]

Title: [TITLE]

Date: _____

Common Redlines & How to Handle Them

They want to narrow the definition of Confidential Information

Response: Acceptable if they list specific categories. Resist if they want to exclude categories you actually need protected (e.g., customer lists, pricing). Require written/labeled marking for protection as a fallback only if you accept categorical limits.

They want residuals clause (employees can use what they remember)

Response: Push back firmly. A residuals clause allows employees to use disclosed information in



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