

Mutual Non-Disclosure Agreement

General NDA Specimen for Pakistan

Important: This is a general specimen, not a completed agreement or legal advice. Complete every blank, delete drafting notes and unused options, and obtain review for the actual transaction, information, parties and applicable law before signing.

Effective date: _____ **Place:** _____

Parties

1. **Party A.** [FULL LEGAL NAME], a [company / partnership / individual] having CNIC or registration number [NUMBER] and address at [FULL ADDRESS], acting through [AUTHORISED SIGNATORY AND TITLE], where applicable.
2. **Party B.** [FULL LEGAL NAME], a [company / partnership / individual] having CNIC or registration number [NUMBER] and address at [FULL ADDRESS], acting through [AUTHORISED SIGNATORY AND TITLE], where applicable.

Party A and Party B are individually a Party and together the Parties. A Party is a Disclosing Party when it discloses Confidential Information and a Receiving Party when it receives Confidential Information.

Background

- A. **Permitted Purpose.** The Parties wish to [EVALUATE / DISCUSS / PERFORM] the following transaction or project: [PRECISE DESCRIPTION OF PERMITTED PURPOSE].
- B. **Information exchange.** In connection with the Permitted Purpose, either Party may disclose non-public business, technical, financial or other information to the other Party.
- C. **Agreement.** The Parties wish to define how that information may be used, disclosed, secured, returned and destroyed.

Agreed Terms

1. **Confidential Information.** means non-public information disclosed by or for a Disclosing Party in written, oral, visual, electronic or other form that is marked or identified as confidential, or that a reasonable person would understand to be confidential from its nature and the circumstances of disclosure. It includes, where applicable, business plans, prices, financial information, proposals, designs, methods, software, source code, credentials, customer and supplier information, research, data and the existence or status of the Parties' discussions.
 - 1.1 Oral or visual information that is not obviously confidential should be identified as confidential when disclosed and, where practical, summarised in writing within [10] business days.
 - 1.2 Confidential Information does not include information that the Receiving Party can show by reliable records: (a) is or becomes public without breach of this agreement; (b) was lawfully known without restriction before disclosure; (c) is independently developed without use of Confidential Information; (d) is lawfully received without confidentiality restriction from a third party entitled to disclose it; or (e) is released from restriction by the Disclosing Party in writing.

2. **Use restriction.** The Receiving Party shall use Confidential Information only for the Permitted Purpose and shall not exploit it for an unrelated commercial, competitive, personal or other purpose.
3. **Permitted recipients.** The Receiving Party may disclose Confidential Information only to its directors, officers, employees, professional advisers and contractors who need it for the Permitted Purpose and are bound by confidentiality duties at least as protective as the relevant duties in this agreement. The Receiving Party remains responsible for a breach by a recipient to whom it discloses the information, to the extent permitted by law.
4. **Security and incident notice.** The Receiving Party shall use reasonable administrative, physical and technical safeguards, and at least the care it uses for its own similarly sensitive information. It shall promptly notify the Disclosing Party of suspected loss, unauthorised access, use or disclosure and reasonably cooperate to limit further harm. Notification is not an admission of liability.
5. **Required disclosure.** If law, a court or a competent authority requires disclosure, the Receiving Party may disclose only the portion legally required. Where legally permitted, it shall give prompt written notice and reasonable assistance so the Disclosing Party may seek confidential treatment or another protective measure. The Disclosing Party shall bear its own costs of seeking that protection unless the requirement results from the Receiving Party's breach.
6. **Ownership and no licence.** Confidential Information remains the property of the Disclosing Party or its relevant owner. No intellectual-property right, licence, assignment or transfer is granted except the limited right to use the information for the Permitted Purpose. Neither Party is required to disclose particular information or proceed with a proposed transaction.
7. **Accuracy and reliance.** Unless separately agreed in writing, Confidential Information is provided without a representation or warranty as to completeness or fitness for a particular purpose. This clause does not exclude liability that cannot lawfully be excluded or excuse fraud or wilful misrepresentation.
8. **Return and destruction.** On written request or when the Permitted Purpose ends, the Receiving Party shall within [10] business days return or securely destroy Confidential Information and, if requested, confirm completion in writing. It may retain material required by law, professional obligations or automatic backup systems that cannot reasonably be isolated, but retained material remains subject to this agreement and may not be used for another purpose.
9. **Term and survival.** This agreement begins on the Effective Date and continues for [2] years unless ended earlier by written agreement. The confidentiality and use obligations for each disclosure continue for [3] years after that disclosure or for the following reviewed period: [INSERT]. The Parties should select periods suited to the sensitivity and commercial life of the information.
10. **No restraint of lawful activity.** This agreement protects defined Confidential Information. It does not prohibit a Party from carrying on a lawful profession, trade or business, working for another person, or independently developing or using information that falls within clause 1.2. No clause shall be interpreted more broadly than permitted by applicable law.
11. **No partnership, agency or exclusivity.** This agreement does not create a partnership, joint venture, employment, fiduciary or agency relationship and does not require exclusivity. A Party cannot bind the other without separate written authority.

- 12. Remedies.** A breach may cause loss not adequately addressed by money alone. Subject to applicable law and the discretion of the competent court, the affected Party may seek any available relief, including interim or injunctive relief and damages. This clause does not guarantee a remedy or predetermine proof, liability or quantum.
- 13. Notices.** A notice under this agreement shall be in writing and delivered by hand, courier or email to the addresses in Schedule A, or to a replacement address notified in writing. Notice is treated as received when delivery is reliably evidenced, subject to applicable law.
- 14. Assignment.** Neither Party may assign this agreement without the other's prior written consent, except to a lawful successor to substantially all of the relevant business that agrees in writing to be bound. Assignment does not release accrued obligations unless agreed in writing.
- 15. Entire agreement and amendment.** This agreement and its completed schedules record the entire understanding on confidentiality for the Permitted Purpose and replace earlier discussions on that subject. An amendment or waiver must be in writing and signed by authorised representatives. A delay in enforcing a right is not a waiver.
- 16. Severability.** If a provision is held unlawful or unenforceable, it shall be read down only to the extent lawfully possible or severed, while the remaining provisions continue so far as they can operate independently. The Parties do not authorise a court to create a materially different bargain.
- 17. Governing law and forum.** This agreement is governed by the law applicable in Pakistan. A dispute shall be brought before a court having jurisdiction under applicable law. Writing a city in this agreement does not create jurisdiction where it otherwise does not exist.
- 18. Counterparts and electronic signatures.** The Parties may sign counterparts forming one agreement and may use electronic records and signatures where legally effective. Each Party shall keep the complete final text, schedules and reliable evidence of signatory identity, authority, consent and date of signature.

Signatures

Each signatory confirms authority to sign for the named Party and confirms that the final agreement and schedules have been read and accepted.

For Party A	For Party B
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A - Transaction and Contact Details

Item	Completed details
Permitted Purpose	
Project or transaction name	
Party A notice address and email	
Party B notice address and email	
Agreement term	
Confidentiality period	
Special security or access requirements	

Schedule B - Information and Authorised Recipients

Use this schedule to make the scope more precise. Attach signed additional pages if required.

Information category	Description or limitation	Authorised recipients

Completion Checklist

- ☐ The correct legal names, registration or identity numbers, addresses and signatory authority are stated.
- ☐ The Permitted Purpose is specific enough to guide lawful use of the information.
- ☐ The information definition and exclusions match the transaction.
- ☐ Recipients, advisers, contractors and security requirements have been considered.
- ☐ Agreement and confidentiality periods have been selected rather than left as drafting blanks.
- ☐ Return, destruction, backup retention and legally required disclosure procedures are workable.
- ☐ Any non-solicitation, exclusivity, data, intellectual-property or project terms needed are separately reviewed.
- ☐ Both Parties hold the same final signed version and completed schedules.

Legal basis note: Sections 10 and 23 of the Contract Act, 1872 address core contract requirements and lawful consideration and object. Section 27 addresses agreements restraining lawful profession, trade or business, and section 28 addresses certain restrictions on legal proceedings. The Electronic Transactions Ordinance, 2002 provides legal recognition for electronic records and addresses electronic writing and signatures. Application depends on the facts and current law.