

# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between:

**Party A:** \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Party A"); and

**Party B:** \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Party B").

Party A and Party B are each referred to as a "Party" and collectively as the "Parties."

## 1. Purpose

The Parties wish to explore a potential business relationship (the "Purpose") and, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information. This Agreement governs the disclosure and use of such information.

## 2. Definition of Confidential Information

"Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or in any other form, that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, but is not limited to: business plans, financial information, customer and supplier lists, marketing strategies, product designs, technical specifications, source code, trade secrets, know-how, research, inventions, processes, and any other proprietary information of the Disclosing Party.

## 3. Exclusions

Confidential Information does not include information that:

- (a) was already known to the Receiving Party prior to disclosure, without any obligation of confidentiality;
- (b) is or becomes publicly available through no fault of the Receiving Party;
- (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (d) is rightfully received by the Receiving Party from a third party without restriction and without breach of any duty of confidentiality; or

(e) is required to be disclosed by law, court order, or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement, where legally permitted, so that the Disclosing Party may seek a protective order.

#### **4. Obligations of the Receiving Party**

The Receiving Party agrees to:

(a) hold the Confidential Information in strict confidence and use the same degree of care to protect it as it uses to protect its own confidential information of similar importance, but in no event less than reasonable care;

(b) use the Confidential Information solely for the Purpose and for no other purpose;

(c) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, officers, directors, contractors, or advisors who have a legitimate need to know for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement;

(d) not copy, reproduce, or reverse-engineer the Confidential Information except as necessary for the Purpose; and

(e) be responsible for any breach of this Agreement by its employees, officers, directors, contractors, or advisors.

#### **5. No License or Ownership Transfer**

Nothing in this Agreement grants the Receiving Party any rights, license, or ownership interest in the Confidential Information. All Confidential Information remains the sole property of the Disclosing Party. No license is granted under any patent, copyright, trademark, or other intellectual property right by virtue of this Agreement.

#### **6. Term and Termination**

This Agreement shall remain in effect for a period of two (2) years from the Effective Date, unless terminated earlier by mutual written agreement. The obligations of confidentiality set forth in this Agreement shall survive termination and continue for a period of three (3) years following the date of disclosure of the Confidential Information.

#### **7. Return or Destruction of Confidential Information**

Upon written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, including all copies, notes, summaries, and derivative materials, and shall certify such return or destruction in writing if requested.

#### **8. No Obligation to Disclose or Proceed**

This Agreement does not obligate either Party to disclose any specific information or to enter into any further business relationship. Each Party may terminate discussions at any time without liability, subject to the continuing confidentiality obligations under this Agreement.

## **9. No Warranty**

All Confidential Information is provided "as is." Neither Party makes any warranty, express or implied, regarding the accuracy, completeness, or fitness for any particular purpose of the Confidential Information disclosed.

## **10. Remedies**

The Parties acknowledge that monetary damages may be inadequate to remedy a breach of this Agreement, and that the Disclosing Party shall be entitled to seek injunctive relief and any other equitable remedies, in addition to any other rights and remedies available at law or in equity.

## **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved in the courts of competent jurisdiction located in \_\_\_\_\_.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understandings, and communications, whether written or oral. Any amendment must be in writing and signed by both Parties.

## **13. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

---

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

<br>

### **PARTY A**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<br>

**PARTY B**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<br>

---

*This template is provided for informational purposes only and does not constitute legal advice. For specific legal matters, consult a licensed attorney.*