

# MUTUAL NON-DISCLOSURE AGREEMENT

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

**[PARTY A NAME]**, located at [PARTY A ADDRESS] ("Party A"), and

**[PARTY B NAME]**, located at [PARTY B ADDRESS] ("Party B").

Party A and Party B may each be referred to individually as a "Party" and collectively as the "Parties."

## 1. Purpose

The Parties wish to explore a potential business relationship regarding [DESCRIBE PURPOSE, e.g., "a potential partnership, project, or transaction"] (the "Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information to the other Party.

## 2. Definition of Confidential Information

"Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether in writing, orally, electronically, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, without limitation:

1. Business plans, financial information, and forecasts
2. Customer lists, supplier lists, and pricing information
3. Trade secrets, formulas, processes, and technical data
4. Product designs, prototypes, and specifications
5. Marketing strategies and unpublished materials
6. Any other information marked or identified as "Confidential"

## 3. Exclusions from Confidential Information

Confidential Information does not include information that:

1. Was already known to the Receiving Party prior to disclosure, without an obligation of confidentiality
2. Is or becomes publicly available through no fault of the Receiving Party
3. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information
4. Is rightfully received from a third party without breach of any confidentiality obligation

5. Is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party where legally permitted

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

The Receiving Party agrees to:

1. Hold the Disclosing Party's Confidential Information in strict confidence
2. Use the Confidential Information solely for the Purpose stated in this Agreement
3. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party
4. Limit access to the Confidential Information to employees, contractors, or advisors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement
5. Protect the Confidential Information using the same degree of care used to protect its own confidential information, but no less than a reasonable degree of care

## **5. Term**

This Agreement shall remain in effect for a period of [NUMBER] years from the Effective Date, unless terminated earlier by mutual written agreement of the Parties. The obligations of confidentiality with respect to Confidential Information disclosed during the term shall survive termination of this Agreement for a period of [NUMBER] years.

## **6. Return or Destruction of Materials**

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all documents, materials, and copies containing Confidential Information, and certify in writing that this has been completed, except where retention is required by law.

## **7. No License or Ownership Rights**

Nothing in this Agreement shall be construed as granting any license or ownership rights to the Confidential Information. All Confidential Information remains the property of the Disclosing Party.

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

This Agreement does not obligate either Party to enter into any further agreement, transaction, or business relationship. Either Party may terminate discussions related to the Purpose at any time.

## **9. Remedies**

The Parties acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

## 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without regard to its conflict of laws principles.

## 11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein and supersedes all prior discussions, agreements, or understandings, whether written or oral. Any amendment must be made in writing and signed by both Parties.

## 12. Severability

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

## 13. Counterparts

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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## SIGNATURES

By signing below, the Parties agree to be bound by the terms of this Agreement.

### PARTY A:

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

Name: [PRINTED NAME]

Title: [TITLE]

Date: [DATE]

### PARTY B:

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

Name: [PRINTED NAME]

Title: [TITLE]

Date: [DATE]