

MUTUAL NON-DISCLOSURE AGREEMENT

Confidentiality Agreement Between Two Parties

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into on _____ (the "Effective Date") by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

(each, a "Party" and together, the "Parties").

Purpose. The Parties wish to explore a potential business relationship concerning _____ (the "Purpose") and, in the course of those discussions, may disclose confidential information to one another.

1. Confidential Information.

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), in any form, that is either marked as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, customer and supplier lists, pricing, financial data, technology, source code, designs, prototypes, know-how, and trade secrets.

2. Obligations of the Receiving Party.

The Receiving Party shall: (a) hold the Disclosing Party's Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information of like importance, and in any event no less than reasonable care; (b) use the Confidential Information solely for the Purpose; (c) limit access to those of its employees, contractors, and advisors who have a legitimate need to know and who are bound by written confidentiality obligations no less protective than this Agreement; and (d) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent.

3. Exclusions.

Confidential Information does not include information that the Receiving Party can demonstrate by written records: (a) was already known to it without confidentiality obligation prior to disclosure by the Disclosing Party; (b) is or becomes publicly available through no fault of the Receiving Party; (c) was independently developed without use of or reference to the Disclosing Party's Confidential Information; or (d) was lawfully received from a third party not under a duty of confidentiality.

4. Compelled Disclosure.

If the Receiving Party is required by law, court order, or regulatory authority to disclose Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt written notice so the Disclosing Party may seek a protective order, and shall disclose only the minimum information legally required.

5. Term.

This Agreement begins on the Effective Date and continues for a disclosure period of _____ (the "Disclosure Period"), after which neither Party is obligated to disclose further Confidential Information. The Receiving Party's obligations of confidentiality with respect to Confidential Information disclosed during the Disclosure Period continue for _____ years after the end of the Disclosure Period; trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

6. Return or Destruction of Materials.

Upon written request from the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all materials containing Confidential Information and certify such destruction in writing. The Receiving Party may retain one archival copy in its legal files solely for compliance and record-keeping, subject to ongoing confidentiality.

7. No License; No Obligation.

Nothing in this Agreement grants the Receiving Party any right, title, or license—by implication, estoppel, or otherwise—in or to the Disclosing Party's Confidential Information or intellectual property. Neither Party is obligated to enter into any further agreement or business relationship as a result of this Agreement.

8. Remedies.

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

9. Governing Law.

This Agreement is governed by the laws of _____ without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in that jurisdiction for any dispute arising from this Agreement.

10. Entire Agreement; Amendments.

This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous communications, whether oral or written. It may be amended only by a written instrument signed by both Parties.

11. Severability; Waiver.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force. No waiver of any breach is a waiver of any subsequent breach.

12. Counterparts; Electronic Signatures.

This Agreement may be signed in counterparts, each of which is an original and which together form one agreement. Electronic signatures and PDF copies have the same effect as originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTY A

Signature: _____
Name: _____
Title: _____
Date: _____

PARTY B

Signature: _____
Name: _____
Title: _____
Date: _____