

Mutual Non-Disclosure Agreement

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

Party A

Party B

For the purposes of this Agreement, "**Party**" means either Party A or Party B individually, as identified in the introductory section of this Agreement and "**Parties**" means Party A and Party B collectively. References in this Agreement to a "**Party**" apply to that Party in its capacity as either a Disclosing Party or a Receiving Party, depending on the context.

1. Purpose

The Parties wish to engage in discussions and exchanges of information for the purpose of evaluating, negotiating, or carrying out a potential business relationship or collaboration related to _____ ("**Purpose**"). In connection with the Purpose, each Party may disclose certain confidential or proprietary information to the other.

2. Definition of Confidential Information

"**Confidential Information**" means any non-public information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether disclosed orally, visually, electronically, or in writing, 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, commercial terms, financial data, pricing, customer or supplier information, technical data, product information, software, designs, processes, strategies, and trade secrets.

3. Exclusions from Confidential Information

Confidential Information does not include information that the Receiving Party can demonstrate:

- a. is or becomes publicly available through no breach of this Agreement;
- b. was lawfully known to the Receiving Party before disclosure by the Disclosing Party;
- c. is lawfully received from a third party without restriction on disclosure; or
- d. is independently developed by the Receiving Party without use of or reference to the Confidential Information.

4. Obligations of the Receiving Party

The Receiving Party shall:

- a. use the Confidential Information solely for the Purpose;
- b. protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but not less than reasonable care;
- c. not disclose the Confidential Information to any third party except to its employees, contractors, or professional advisors who have a legitimate need to know for the Purpose and are bound by confidentiality obligations no less protective than those in this Agreement; and
- d. not copy, reproduce, or reverse engineer the Confidential Information except as strictly necessary for the Purpose.

5. Mutuality of Obligations

Each Party acknowledges that it may act as both a Disclosing Party and a Receiving Party under this Agreement. The obligations and protections set out in this Agreement apply equally to both Parties.

6. Required Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall, to the extent legally permitted, provide prompt written notice to the Disclosing Party and cooperate reasonably to seek protective measures or limit the scope of disclosure.

7. No License or Ownership Transfer

All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any license, ownership interest, or other rights in the Confidential Information, except the limited right to use it for the Purpose.

8. Term and Survival

This Agreement begins on the Effective Date and continues for a period of _____ unless terminated earlier by written notice from either Party.

The obligations relating to Confidential Information disclosed during the term of this Agreement shall survive termination or expiration for a period of _____, or for as long as the information remains confidential, whichever is longer.

9. Return or Destruction of Confidential Information

Upon written request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, except where retention is required by law or internal compliance obligations.

10. Remedies

Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be insufficient. The Disclosing Party may seek equitable relief in addition to any other remedies available under applicable law.

11. No Obligation to Proceed

Nothing in this Agreement obligates either Party to proceed with any transaction, relationship, or agreement. Any further engagement between the Parties shall be subject to separate written agreements.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved in the courts of _____, unless the Parties agree otherwise in writing.

13. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties regarding confidentiality for the Purpose and supersedes all prior discussions or agreements on the same subject. Any amendment to this Agreement must be in writing and signed by both Parties.

14. Assignment

Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, except in connection with a merger, sale of substantially all assets, or similar transaction.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and signed electronically. Each counterpart shall be deemed an original, and together they form one binding agreement.

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

Party A

Name

Date

Signature

Party B

Name

Date

Signature



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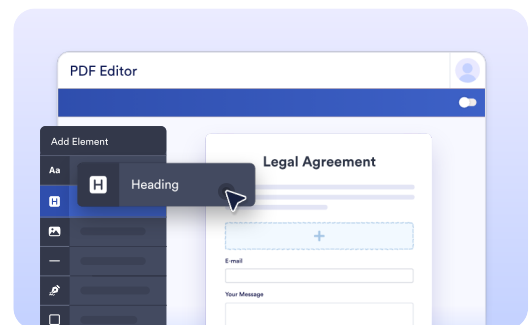
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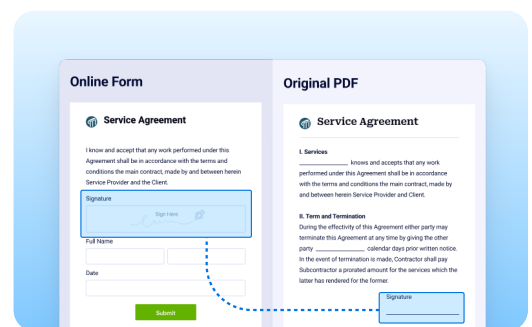
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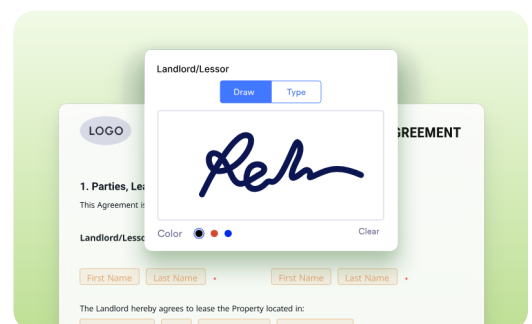
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