

Mutual Non-Disclosure Agreement (NDA)

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

Party 1: [Party 1 Name], with its principal place of business at [Address]; and

Party 2: [Party 2 Name], with its principal place of business at [Address].

Collectively referred to as the "Parties."

1. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or confidential technical, business, or financial information disclosed by one Party to the other, in any manner or form, whether orally, visually, written, or electronic.

2. Obligations

1. Both Parties agree to use the Confidential Information solely for the purpose of evaluating and pursuing a potential business relationship.
2. Neither Party shall disclose any Confidential Information to any third party without prior written consent of the disclosing Party.
3. Each Party shall take reasonable measures to protect the confidentiality of the information, equivalent to those used to protect their own confidential materials.

3. Exclusions

1. Information that is or becomes publicly available through no breach of this Agreement.
2. Information rightfully received from a third party without restriction or violation of this Agreement.
3. Information independently developed by the receiving Party without use of the Confidential Information.
4. Information required to be disclosed by law or regulation, with prompt notification to the disclosing Party.

4. Term

This Agreement shall commence on the Effective Date and remain in effect for [X] years from the Effective Date, unless terminated earlier in writing by both Parties. Obligations relating to Confidential Information continue for [Y] years after the termination or expiration of this Agreement.

5. Return or Destruction of Materials

Upon written request, each Party shall promptly return or destroy all Confidential Information received from the other Party, including all copies or notes thereof.

6. No License or Obligation

Nothing in this Agreement grants either Party any rights to patents, copyrights, or know-how of the other Party, nor does it obligate either Party to proceed with any business relationship.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

[Party 1 Name]

[Party 2 Name]

Important Notes

- This is a sample format; consult a legal professional to tailor it to your needs.
- Clearly define what constitutes "Confidential Information."
- Include term of confidentiality post-termination.
- The NDA does not guarantee or mandate any future business relationship.
- Ensure signatures from authorized representatives of both Parties.