

# 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

- Both Parties agree to use the Confidential Information solely for the purpose of evaluating and pursuing a potential business relationship.
- Neither Party shall disclose any Confidential Information to any third party without prior written consent of the disclosing Party.
- 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

- Information that is or becomes publicly available through no breach of this Agreement.
- Information rightfully received from a third party without restriction or violation of this Agreement.
- Information independently developed by the receiving Party without use of the Confidential Information.
- 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].

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[Party 1 Name]

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[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.