

# Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between:

**Party A:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Party B:** \_\_\_\_\_

**Address:** \_\_\_\_\_

---

## 1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party"), whether oral, written, electronic, or otherwise, including but not limited to business plans, strategies, trade secrets, financial information, and technical data.

## 2. Obligations of Confidentiality

- The Receiving Party agrees to maintain the confidentiality of the Confidential Information.
- The Receiving Party shall not disclose or use Confidential Information for any purpose other than as permitted under this Agreement.

## 3. Exclusions

This Agreement does not obligate confidentiality for information which:

- Is or becomes public knowledge through no fault of the Receiving Party;
- Is rightfully obtained from a third party without breach of this Agreement;
- Is independently developed by the Receiving Party without reference to the Confidential Information;
- Is required to be disclosed by law or regulation.

## 4. Term

This Agreement and the obligations herein shall continue for a period of \_\_\_\_\_ years from the Effective Date.

## 5. Return of Information

Upon written request, the Receiving Party will return or destroy all Confidential Information received from the Disclosing Party.

## 6. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information.

## 7. Miscellaneous

- This Agreement constitutes the entire understanding between the parties regarding its subject matter.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of \_\_\_\_\_.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.**

**Party A:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Party B:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_