

# Mutual Non-Disclosure Agreement (MNDA)

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

This Standard Mutual Non-Disclosure Arrangement Form (the "Agreement") is entered into by and between the following parties:

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

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

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

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

## 1. PURPOSE

The parties intend to engage in discussions and share certain confidential information (the "Confidential Information") with each other for the purpose of exploring a potential partnership.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes any written, oral, or electronic information disclosed by either party, including but not limited to business strategies, financial data, customer information, trade secrets, product plans, and technical data.

## 3. OBLIGATIONS

1. Each party agrees to maintain the confidentiality of the Confidential Information using reasonable care.
2. Confidential Information may not be disclosed to any third party without prior written consent from the disclosing party.
3. Each party may only use Confidential Information for the purpose stated above.

## 4. EXCLUSIONS

This Agreement does not cover information that:

- Is or becomes publicly available other than by a breach of this Agreement;
- Is already known to the receiving party at the time of disclosure;
- Is received from a third party rightfully and without restriction on disclosure;
- Is independently developed by the receiving party without use of or reference to the Confidential Information.

## 5. TERM

This Agreement shall commence on the date above and remain in effect for two (2) years unless earlier terminated in writing by both parties. Obligations regarding Confidential Information disclosed during the term shall survive for two (2) years after termination.

## 6. RETURN OF MATERIALS

Upon request, all materials containing Confidential Information shall be returned or destroyed by the receiving party.

## 7. NO LICENSE

No license or right under any patent, copyright, trademark, or trade secret is granted by this Agreement.

**8. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of \_\_\_\_\_ (state/jurisdiction).

**9. MISCELLANEOUS**

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior agreements or understandings, whether written or oral.

\_\_\_\_\_  
Authorized Signature (Party A)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Party B)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date