

# Mutual Non-Disclosure Agreement

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

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

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

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

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

## 1. Purpose

The Parties wish to explore a potential business relationship (the "Purpose") and, in connection with this Purpose, may disclose or have disclosed confidential information to each other.

## 2. Definition of Confidential Information

"Confidential Information" means any data, materials, or information disclosed by either Party to the other in any form that is designated as confidential or that reasonably should be understood to be confidential.

## 3. Obligations

1. Neither Party shall disclose Confidential Information to any third party without the prior written consent of the disclosing Party.
2. Both Parties agree to use the Confidential Information solely for the Purpose stated above.

## 4. Exclusions

Confidential Information does not include information that is: (a) publicly available at the time of disclosure or later becomes so through no fault of the receiving Party; (b) already known to the receiving Party; (c) lawfully obtained from a third party; or (d) independently developed by the receiving Party without reference to Confidential Information.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date.

## 6. Return of Information

Upon written request, all Confidential Information and copies thereof shall be returned or destroyed by the receiving Party.

## 7. Miscellaneous

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements regarding the subject matter hereof.

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Party A Signature:

Name: \_\_\_\_\_

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

Party B Signature:

Name: \_\_\_\_\_

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

