

Bilateral Non-Disclosure Agreement (NDA)

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

- **Party A:** [Full Legal Name], with principal offices at [Address]
- **Party B:** [Full Legal Name], with principal offices at [Address]

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all written, electronic, or oral information that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") and is designated as confidential or which a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of the Parties

- Both Parties shall maintain the confidentiality of the Confidential Information and use it only for the Purpose of evaluating or pursuing a business partnership.
- Neither Party shall disclose any Confidential Information to third parties without prior written consent from the Disclosing Party.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is already in the possession of the Receiving Party without restriction;
- Is independently developed by the Receiving Party without use of or reference to Confidential Information;
- Is rightfully obtained from a third party without obligation of confidentiality.

4. Term

This Agreement shall commence on the date first written above and shall remain in effect for a period of [two (2)] years, unless terminated earlier by mutual written agreement.

5. Return or Destruction

Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information received under this Agreement.

6. No License

Nothing in this Agreement is intended to grant any rights to either Party under any patent, trademark, copyright, or other intellectual property right.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

8. Entire Agreement

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

Party A: [Full Legal Name]

Date: _____

Party B: [Full Legal Name]

Date: _____