

# Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

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

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

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

## 1. Purpose

The parties wish to explore a potential business relationship and recognize the need to disclose to each other certain confidential information for this purpose. Both parties agree to protect and not disclose such confidential information in accordance with the terms of this Agreement.

## 2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any written, electronic, oral or other information disclosed by one party to the other, including but not limited to business plans, customer lists, technical data, product ideas, or financial information.

## 3. Obligations of Confidentiality

- The parties agree to keep all Confidential Information strictly confidential and use it solely for the purpose described above.
- Confidential Information will not be disclosed to any third party without the prior written consent of the disclosing party.
- Each party will protect Confidential Information with the same degree of care as it uses for its own confidential information.

## 4. 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 received from a third party without breach of any obligation;
- Is independently developed by the receiving party.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date first written above, unless terminated earlier in writing by both parties.

## 6. Return of Materials

Upon request, each party agrees to return or destroy all copies of Confidential Information received from the other party.

## 7. No License

Nothing in this Agreement grants any license or rights under any patent, copyright, trademark, or other intellectual property of either party.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_.

## 9. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements. Any amendment must be in writing signed by both parties.

\_\_\_\_\_

Party A Representative

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

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

Signature: \_\_\_\_\_

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

Party B Representative

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

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

Signature: \_\_\_\_\_

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