

Mutual Non-Disclosure Agreement

Effective Date: [MONTH DAY, YEAR]

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by and between **[PARTY A NAME]**, located at **[PARTY A ADDRESS]**, and **[PARTY B NAME]**, located at **[PARTY B ADDRESS]**. Each party may share confidential or proprietary information while exploring or performing a business relationship.

1. Confidential Information. "Confidential Information" means non-public business, technical, financial, product, customer, marketing, and operational information disclosed in writing, orally, visually, or electronically and reasonably understood to be confidential.

2. Obligations. Each receiving party will: (a) use Confidential Information only for the permitted business purpose; (b) limit access to employees, contractors, and advisors who need to know it and are bound by confidentiality obligations; and (c) protect the information using at least reasonable care.

3. Exclusions. Confidential Information does not include information that: (a) becomes public through no fault of the receiving party; (b) was already known by the receiving party without restriction; (c) is independently developed without use of the disclosed information; or (d) is rightfully received from a third party without a duty of confidentiality.

4. Required Disclosure. If disclosure is required by law, regulation, or court order, the receiving party may disclose only the portion legally required and, where permitted, will provide prompt notice so the disclosing party may seek protective treatment.

5. Term and Return of Materials. This Agreement begins on the Effective Date and continues for **[NUMBER]** years, unless earlier terminated in writing. Upon request, each party will promptly return or destroy Confidential Information, except for routine backup copies maintained under standard retention policies.

6. No License; No Warranty. All Confidential Information remains the property of the disclosing party. No license or transfer of intellectual property rights is granted by this Agreement, and all information is provided "as is."

7. Remedies and Governing Law. The parties acknowledge that unauthorized disclosure may cause irreparable harm. The disclosing party may seek injunctive relief in addition to other remedies. This Agreement is governed by the laws of **[STATE / COUNTRY]**, without regard to conflict of law principles.

Signatures

[PARTY A NAME]

By: _____

Name: [SIGNER NAME]

Title: [TITLE]

Date: [DATE]

[PARTY B NAME]

By: _____

Name: [SIGNER NAME]

Title: [TITLE]

Date: [DATE]

Template note: customize this document for your circumstances and obtain legal advice before use.