Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into on [date] ("Effective Date") between [Party A legal name], a [state] [entity type] with an address at [address], and [Party B legal name], a [state] [entity type] with an address at [address]. Each is a "Party" and together the "Parties".

1. Purpose

The Parties wish to share confidential information to [evaluate a potential business relationship concerning ...] (the "Purpose").

2. Confidential information

"Confidential Information" means any non-public information disclosed by one Party (the "Discloser") to the other (the "Recipient"), in any form, that is marked confidential or that a reasonable person would understand to be confidential. This includes business plans, financial information, customer lists, pricing, product designs, software, trade secrets and know-how.

3. Exclusions

Confidential Information does not include information that the Recipient can show: (a) is or becomes publicly available through no fault of the Recipient; (b) was already lawfully known to the Recipient before disclosure; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the Discloser's information.

4. Obligations

The Recipient will: (a) use Confidential Information only for the Purpose; (b) protect it with at least the same care it uses for its own confidential information, and no less than reasonable care; and (c) disclose it only to employees, contractors and advisors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as these.

5. Required disclosure

If the Recipient is required by law or court order to disclose Confidential Information, it will give the Discloser prompt notice (where legally allowed) so the Discloser can seek protection, and will disclose only what is legally required.

6. Return or destruction

On request, the Recipient will promptly return or destroy the Discloser's Confidential Information and confirm in writing that it has done so.

7. Term

This Agreement covers disclosures made during [1] year from the Effective Date. The obligations in this Agreement continue for [3] years after the last disclosure, and for trade secrets, for as long as they remain trade secrets.

8. No license or obligation

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants any license or obliges either Party to enter into any further agreement.

9. Remedies

A breach may cause irreparable harm, and the Discloser may seek injunctive relief in addition to any other remedies available at law.

10. Whistleblower notice

Under the Defend Trade Secrets Act, an individual is not liable for disclosing a trade secret in confidence to a government official or attorney solely to report or investigate a suspected violation of law, or in a sealed court filing.

11. General

This Agreement is governed by the laws of the State of [state]. It is the entire agreement on this subject and may be amended only in writing signed by both Parties.

[Party A]

Name: Date:

[Party B]

Name: Date: