

MUTUAL NON-DISCLOSURE AGREEMENT

Confidentiality agreement between two parties

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between:

Party A (name and address): _____

Party B (name and address): _____

Each party may disclose ("Disclosing Party") or receive ("Receiving Party") Confidential Information under this Agreement. In consideration of the mutual promises below, the parties agree as follows:

1. Confidential Information

Confidential Information means any non-public information disclosed by one party to the other, whether oral, written, electronic, or in any other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. This includes, without limitation, business plans, financial information, customer lists, pricing, product designs, technical data, know-how, and trade secrets.

2. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party before disclosure, as shown by written records; (c) is received from a third party without restriction and without breach of any obligation; or (d) is independently developed by the Receiving Party without use of the Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party shall: (a) use the Confidential Information solely to evaluate or pursue a business relationship between the parties (the "Purpose"); (b) not disclose Confidential Information to any third party except to employees, agents, or advisors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement; and (c) protect the Confidential Information using at least the same degree of care it uses for its own confidential information, and no less than reasonable care.

4. Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt written notice so the Disclosing Party may seek a protective order, and shall disclose only the portion legally required.

5. Term

This Agreement begins on the Effective Date and continues for three (3) years, unless terminated

earlier by either party on thirty (30) days written notice. The obligations of confidentiality survive termination for three (3) years from the date of disclosure, and indefinitely for trade secrets.

6. Return or Destruction

On the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information and certify in writing that it has done so, except for copies retained under standard archival or legal-hold policies, which remain subject to this Agreement.

7. No License; No Obligation

No license or other rights in the Confidential Information are granted by this Agreement. Nothing in this Agreement obligates either party to disclose information or to enter into any further agreement.

8. Remedies

The parties agree that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages would be inadequate, and that the Disclosing Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9. General

This Agreement is the entire agreement of the parties on this subject and supersedes all prior discussions. It may be amended only in a writing signed by both parties. It is governed by the laws of the state named below, without regard to conflict of laws rules. If any provision is held unenforceable, the remainder stays in effect.

Governing law (state): _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PARTY A

Signature

Printed Name

Date

PARTY B

Signature

Printed Name

Date