

Non-Disclosure Agreement (NDA)

Mutual confidentiality agreement between two parties

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

Party A (name / company): _____ Party B (name / company): _____

Party A Address: _____ Party B Address: _____

Effective Date: _____

Terms

- 1. Purpose.** The parties wish to explore a business relationship (the "Purpose") and may disclose confidential information to each other in connection with it.
- 2. Confidential Information.** "Confidential Information" means any non-public information disclosed by either party, in any form, that is designated confidential or that a reasonable person would understand to be confidential, including business plans, financials, customers, technology and know-how.
- 3. Obligations.** Each party agrees to (a) use the other's Confidential Information solely 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) not disclose it to third parties except to employees and advisors who need to know it and are bound by comparable confidentiality obligations.
- 4. Exclusions.** Confidential Information does not include information that (a) is or becomes publicly available through no fault of the recipient, (b) was known to the recipient before disclosure, (c) is independently developed without use of the disclosed information, or (d) is rightfully received from a third party without restriction.
- 5. Compelled Disclosure.** A party may disclose Confidential Information when required by law, provided it gives the other party prompt notice where legally permitted.
- 6. Term.** This Agreement covers disclosures made within _____ years of the Effective Date, and the confidentiality obligations survive for _____ years after each disclosure.
- 7. No License.** No rights or licenses are granted by this Agreement except the limited right to use Confidential Information for the Purpose.
- 8. Return or Destruction.** Upon written request, each party will return or destroy the other's Confidential Information.
- 9. Governing Law.** This Agreement is governed by the laws of _____, without regard to conflict-of-law rules.

Party A

Signature

Printed Name

Date

Party B

Signature

Printed Name

Date