

MUTUAL NDA NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[FIRST PARTY NAME]**, a Corporation of the State of **[STATE]**, with an address of **[FIRST PARTY ADDRESS]** ("Party A"), and **[SECOND PARTY NAME]**, a Individual of the State of **[STATE]**, with an address of **[SECOND PARTY ADDRESS]** ("Party B"). Party A and Party B are each a "Party" and together the "Parties."

Recitals

WHEREAS, the Parties wish to engage in reciprocal discussions in connection with a potential business relationship, and in connection therewith each Party anticipates disclosing to the other certain confidential and proprietary information; and

WHEREAS, the Parties desire to protect such information on a mutual and reciprocal basis pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the Parties agree as follows.

1. Purpose

[BUSINESS PURPOSE] (the "Purpose"). In connection with the Purpose, each Party expects to disclose to the other certain confidential and proprietary information.

2. Mutual Disclosure

This Agreement is **mutual**: each Party may serve as a "Disclosing Party" and as a "Receiving Party," and all obligations apply reciprocally. Each Party's obligations as a Receiving Party are independent of the other Party's obligations. A Party's breach does not excuse the other Party from its own obligations.

3. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by one Party to the other in connection with the Purpose, in any form, whether or not marked "Confidential."

Without limitation, Confidential Information includes:

- Business plans and operational information;
- Financial information and pricing;
- Trade secrets and proprietary processes;
- Customer lists and data;

- Any other information a reasonable person would understand to be confidential.

4. Exclusions

Confidential Information does not include information the Receiving Party can show by written records was (a) public, (b) known without obligation prior to disclosure, (c) received lawfully from a third party without obligation, (d) independently developed without reference to Confidential Information, or (e) required by legal order (subject to prompt notice and cooperation).

5. Mutual Obligations

Each Party, as Receiving Party, shall: (a) hold Confidential Information in strict confidence, using at least a reasonable degree of care; (b) use it only for the Purpose; (c) not disclose it to any third party without the Disclosing Party's consent; (d) limit access to personnel with a need to know under equivalent obligations; and (e) promptly notify the Disclosing Party of any unauthorized use or disclosure.

6. No License; No Obligation; No Warranty

No license in Confidential Information or any IP is granted except the limited right to use for the Purpose. Neither Party is obligated to enter further agreement. Confidential Information is provided "AS IS."

7. Term and Survival

This Agreement continues for 3rd (3) years. Confidentiality obligations survive as to information disclosed before expiration, and trade-secret obligations continue for as long as trade-secret status remains.

8. Return or Destruction

Upon Purpose completion, expiration, or written request, each receiving Party shall return or destroy Confidential Information and certify compliance within five (5) business days.

9. Remedies

Injunctive relief. Immediate injunctive relief available without bond or proof of actual damages.
Attorney's fees. Prevailing Party recovers reasonable fees to extent permitted by law.

Cumulative remedies. All remedies are cumulative.

10. Required Disclosures and Protected Activity

General whistleblower protection. Nothing herein prohibits reporting suspected violations of law to government agencies.

11. General Provisions

Governing Law. State of [STATE]. **Venue.** Exclusive venue in [VENUE CITY FOR COURT OR ARBITRATION], [STATE].

Assignment; Severability; Waiver; Entire Agreement; Counterparts; Notices. No assignment without consent. Invalid terms reformed. No waiver except in signed writing. Entire agreement on subject matter. Counterparts and electronic signatures permitted under ESIGN. Notices to preamble addresses.

Signatures

Party A

PRINTED NAME

SIGNATURE

DATE

Party B

PRINTED NAME

SIGNATURE

DATE