

Mutual Non-Disclosure Agreement (NDA)

This **Mutual Non-Disclosure Agreement** ("Agreement") is entered into as of [Date], by and between [Party 1 Name], with a principal place of business at [Party 1 Address], and [Party 2 Name], with a principal place of business at [Party 2 Address] (collectively, the "Parties").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information that is shared by either Party to the other, including but not limited to business strategies, financial information, technical data, trade secrets, know-how, and proprietary data.

2. Obligations of Non-Disclosure

- Both Parties agree not to disclose, copy, or use any Confidential Information for any purpose other than as permitted in writing by the disclosing Party or as necessary to fulfill the purpose of this Agreement.
- Each Party agrees to limit access to Confidential Information to only those employees, agents, or representatives as necessary.
- The Parties shall take reasonable steps to ensure that Confidential Information is not disclosed or distributed to unauthorized third parties.

3. Exclusions

The restrictions herein shall not apply to information that:

- Is or becomes publicly known through no breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the receiving Party; or
- Is required to be disclosed by law or court order.

4. Term

This Agreement shall commence on the date above and continue for a period of [Insert Duration, e.g., two (2) years] from the date of last disclosure of Confidential Information unless terminated in writing by either Party.

5. Return of Materials

Upon termination of this Agreement, each Party agrees to promptly return or destroy all Confidential Information received from the other Party.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert Jurisdiction].

7. Miscellaneous

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements, whether written or oral. Any amendments must be in writing and signed by both Parties.

Party 1:

Name: [Party 1 Name]

Signature: _____

Date: _____

Party 2:

Name: [Party 2 Name]

Signature: _____

Date: _____

This sample Mutual Non-Disclosure Agreement is for general informational purposes only and should not be construed as legal advice. Parties are encouraged to consult legal counsel for their specific needs.