

Mutual Non-Disclosure Contract

Use this **Mutual non-disclosure contract** form sample template to protect sensitive information shared between parties. It ensures confidentiality and legally binds both sides to prevent unauthorized disclosure. This template is essential for secure business collaborations and partnerships.

Mutual Non-Disclosure Agreement (NDA)

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of **[Date]**, by and between **[Party A Name]**, with its principal offices at **[Party A Address]** ("Party A"), and **[Party B Name]**, with its principal offices at **[Party B Address]** ("Party B").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, digital, oral or other information disclosed by either party to the other, directly or indirectly, including but not limited to business strategies, customer lists, financial information, technology, and proprietary data.

2. Obligations of Receiving Party

- Both parties agree to maintain all Confidential Information in strict confidence.
- Confidential Information shall not be disclosed to any third party without prior written consent of the disclosing party.
- Confidential Information shall only be used for the purpose of evaluating or pursuing a business relationship or collaboration.

3. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available without breach of this Agreement,
- Is lawfully obtained by the receiving party from a third party,
- Is independently developed by the receiving party, or
- Is required to be disclosed by law or court order.

4. Term

The obligations of confidentiality shall survive for a period of **[Insert duration, e.g. two (2) years]** from the date of disclosure of the relevant Confidential Information.

5. Return of Materials

Upon termination of this Agreement, or upon written request, each party shall promptly return or destroy any Confidential Information received from the other party.

6. No License

Nothing in this Agreement grants any license or right to use any patent, trademark, copyright or other intellectual property of either party.

7. Governing Law

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

8. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Party A Name]
By: _____
Title: _____
Date: _____

[Party B Name]
By: _____
Title: _____
Date: _____