Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

- **Party A:** _____
- **Party B:** _____

(Each a "Party" and collectively, the "Parties")

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any technical or non-technical information, including but not limited to data, know-how, software, business plans, client lists, processes, and other proprietary information disclosed by either Party to the other, whether orally, in writing, 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.

2. Obligations of Confidentiality

Each Party agrees to:

- Keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the disclosing Party.
- Use the Confidential Information solely for the purpose of IT consulting or potential business collaboration between the Parties.
- Take all reasonable measures to protect the confidentiality of the received Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Is lawfully received from a third party without restriction and without breach of any obligation to the disclosing Party;
- Is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information;
- Is required to be disclosed by law, regulation, or court order, provided that the receiving Party provides prompt notice to the disclosing Party.

4. Term

This Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years, unless terminated earlier by mutual agreement in writing.

5. Return or Destruction

Upon termination of this Agreement, each Party shall, at the request of the other Party, return or destroy all Confidential Information received from the other Party.

6. No License

Nothing in this Agreement shall be construed as granting any rights, license, or interest in or to any Confidential Information disclosed under this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____.

_____

Signature (Party A)

_____

Name & Title

_____

Date

_____

Signature (Party B)

_____

Name & Title

_____

Date