

Mutual Non-Disclosure Agreement (NDA)

Date: _____

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into by and between:

Party A: _____

Address: _____

Party B: _____

Address: _____

Individually referred to as "Party" and collectively as "Parties".

1. Purpose

The Parties wish to explore a confidential business relationship and in connection with this, each may disclose to the other certain confidential technical and business information regarding intellectual property ("Confidential Information").

2. Definition of Confidential Information

"Confidential Information" means all written, electronic, or oral information, including but not limited to ideas, inventions, business plans, prototypes, technical data, trade secrets, and know-how, which is disclosed by either Party to the other.

3. Obligations

- Each Party agrees to use Confidential Information solely for the Purpose described above.
- Each Party agrees not to disclose any Confidential Information to any third party without the prior written consent of the disclosing Party.
- Each Party agrees to take all reasonable precautions to protect the confidentiality of the information.

4. Exclusions

Confidential Information does not include information that:

- Was publicly known at the time of disclosure;
- Becomes publicly known through no fault of the receiving Party;
- Is disclosed by a third party lawfully;
- Is independently developed by the receiving Party without reference to or use of the Confidential Information.

5. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of _____ years or until terminated by mutual written consent of the Parties.

6. Return of Materials

Upon request, each Party shall promptly return or destroy all documents and materials containing Confidential Information received from the other Party.

7. No License

Nothing in this Agreement grants any rights to either Party under any patent, copyright, or other intellectual property.

8. Governing Law

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

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior agreements or understandings, whether written or oral.

Party A:

Signature: _____

Name: _____

Title: _____

Date: _____

Party B:

Signature: _____

Name: _____

Title: _____

Date: _____