

# Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Party A"), and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Party B").

## 1. Purpose

The parties wish to explore a potential business relationship pertaining to consulting services and, in connection with this, may disclose confidential information to each other.

## 2. Definition of Confidential Information

"Confidential Information" means any nonpublic information disclosed by either party, whether in written, oral, electronic or other form, including but not limited to business plans, financial data, customer lists, and proprietary data.

## 3. Obligations

- Each party shall protect the confidentiality of the Confidential Information with the same degree of care it uses for its own information, but not less than reasonable care.
- Confidential Information will not be disclosed to any third party without prior written consent of the disclosing party.
- Information will only be used in connection with evaluating or pursuing the business relationship.

## 4. Exclusions

The obligations shall not apply to information that:

- Is or becomes public without breach of this Agreement;
- Was known to the receiving party before disclosure by the disclosing party;
- Is rightfully received from a third party without duty of confidentiality;
- Is independently developed by receiving party without use of the Confidential Information.

## 5. Term

This Agreement shall remain in effect for two (2) years from the Effective Date. The obligations of confidentiality shall survive termination for a period of two (2) years from the date of termination.

## 6. Return of Information

All Confidential Information, including any copies, shall be returned or destroyed upon written request by the disclosing party.

## 7. No License

No license or other rights to Confidential Information are granted by this Agreement.

## 8. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein.

and supersedes all prior understandings. No amendment shall be valid unless in writing and signed by both parties.

Party A: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Party B: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_