

Basic Mutual Confidentiality Agreement

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

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

1. Purpose

The parties wish to explore a potential business relationship involving sensitive information ("Confidential Information"). Both parties agree to maintain the confidentiality of any such information exchanged.

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive data disclosed by one party to the other, whether in written, oral, electronic, or other form, and marked as confidential or that reasonably should be understood to be confidential.

3. Obligations

- Both parties agree not to disclose, distribute, or use Confidential Information for any purpose other than as agreed.
- Each party will protect Confidential Information with the same degree of care as they use to protect their own confidential data.
- Only employees or representatives with a "need to know" may access Confidential Information.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes public other than through breach of this Agreement.
- Was already known to the receiving party without obligation of confidentiality.
- Is received from a third party without restriction.
- Is independently developed without use of Confidential Information.

5. Term

This Agreement shall commence on the date above and remain in effect for a period of two (2) years, or until terminated by written notice, except for confidentiality obligations which shall survive for three (3) years after termination.

6. Return of Information

Upon request, all Confidential Information and copies thereof must be returned or destroyed.

7. No License

Nothing in this Agreement grants any license or rights to either party's intellectual property.

8. Governing Law

This Agreement shall be governed by the laws of _____ [Jurisdiction].

Party A's Name & Signature

Date

Party B's Name & Signature

Date