Mutual Non-Disclosure Agreement (NDA)

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

Party 1: _____
Address: _____

Party 2: _____
Address: _____

1. Definition of Confidential Information

"Confidential Information" means any non-public information or material disclosed by either party ("Discloser") to the other ("Recipient"), whether in oral, written, electronic or other form, that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure.

2. Obligations

Both parties agree to use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship and not to disclose such Information to any third party without the prior written consent of the Discloser.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known through no fault of the Recipient; (b) is already known by the Recipient without restriction; (c) is lawfully received from a third party without breach of this Agreement; or (d) is independently developed by the Recipient without reference to the Confidential Information.

4. Term

This Agreement shall remain in effect for a period of _____ years from the Effective Date.

5. Return of Materials

Upon request, all Confidential Information and any copies thereof shall be promptly returned or destroyed.

6. No License

Nothing in this Agreement shall be construed as granting any rights to either party under any patent, copyright, or other intellectual property right of the other.

7. Governing Law

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

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement as of the

Effective Date.

_____
Signature (Party 1)

_____
Name

_____
Title

_____
Date

_____
Signature (Party 2)

_____
Name

_____
Title

_____
Date