

# Mutual Non-Disclosure Agreement

## NDA for Product Development

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Disclosing Party:** \_\_\_\_\_

**Receiving Party:** \_\_\_\_\_

### 1. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed, whether in written, oral, electronic, or other form, relating to product development, designs, inventions, technology, trade secrets, business plans, financial data, customer information, or other materials.

### 2. Obligations of Receiving Party

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential;
- Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
- Use Confidential Information solely for the purpose of evaluating or pursuing a business relationship related to product development;
- Take all reasonable precautions to protect the confidentiality of the information.

### 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is lawfully received from a third party without breach of any obligation;
- Is independently developed by the Receiving Party without reference to the Disclosing Party's information;
- Is required to be disclosed by law or court order (with prompt notice to the Disclosing Party, when possible).

### 4. Term

This Agreement shall remain in effect for a period of \_\_\_\_ years from the date of execution.

### 5. Return or Destruction

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all copies of Confidential Information.

### 6. No License

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's proprietary information.

### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

## 8. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings relating to its subject matter.

### IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above.

**Disclosing Party:** Signature

Printed Name

Date

**Receiving Party:** Signature

Printed Name

Date