

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date below by and between the two parties identified below (each a "Party" and together the "Parties"), in connection with the parties' discussion or pursuit of the business purpose described below (the "Purpose"), during which each Party may disclose Confidential Information to the other.

Effective Date *

Purpose of Disclosure *

Party A

Full Legal Name *

Address

Party B

Full Legal Name *

Address

1. Confidential Information. "Confidential Information" means any non-public information disclosed by either Party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, that is marked or identified as confidential at the time of disclosure, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes but is not limited to business plans, financial information, customer and pricing data, technical data, trade secrets, and know-how.

2. Obligations of Receiving Party. The Receiving Party shall: (a) hold the Disclosing Party's Confidential Information in strict confidence and protect it with at least the same degree of care it uses for its own confidential information of like importance, and in no event less than reasonable care; (b) not disclose it to any third party without the Disclosing Party's prior written consent, except to the Receiving Party's employees, officers, and professional advisors who have a need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement; and (c) use it solely to evaluate or pursue the Purpose, and for no other purpose.

3. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party without an obligation of confidentiality before disclosure; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by contemporaneous written records; (d) is rightfully received from a third party without a duty of confidentiality; or (e) is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives the Disclosing Party prompt written notice (where legally permitted) so it may seek a protective order.

4. No License; No Obligation to Disclose. Nothing in this Agreement grants either Party any license or other right in the other Party's Confidential Information, except the limited right to use it for the Purpose. Neither Party is obligated to disclose any particular information, or to enter into any further business relationship, by virtue of this Agreement.

5. Return or Destruction of Materials. Upon the Disclosing Party's written request, or upon termination of the parties' discussions regarding the Purpose, the Receiving Party shall promptly return or destroy all materials containing the Disclosing Party's Confidential Information and certify such destruction in writing, except for one archival copy retained solely for legal compliance purposes and subject to this Agreement's confidentiality obligations for as long as it is retained.

Term of Confidentiality Obligation *

1 year

6. Remedies. Each Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages alone would be an inadequate remedy, and that the Disclosing Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity, without the necessity of posting a bond.

7. No Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all of its assets. 8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions on that subject. It may only be amended in a writing signed by both Parties. 9. Severability. If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect. 10. Counterparts. This Agreement may be signed in counterparts (including electronically), each of which is deemed an original.

Governing Law (State / Country) *

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

Party A — Signature

Party B — Signature

Party A — Printed Name *

Party B — Printed Name *

Date *

Date *

Template provided for general reference only and does not constitute legal advice. Laws vary by jurisdiction — have a qualified professional review this document before you sign or rely on it.