

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by **(your_name)** and between **(name of other party)** (the “Second Party”).

WHEREAS **(your_name)** and the Second Party (the “Parties”) have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”);

NOW, THEREFORE, the Parties agree as follows:

Confidential Information of a Party is all information of a confidential or proprietary nature it may disclose to the other party, whether or not in writing and whether or not so marked or designated. Confidential Information shall include, but not be limited to, the disclosing Party’s: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information

1. The receiving Party (“Recipient”) shall refrain from disclosing such Confidential Information to any third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient would use to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

2. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive or other appropriate relief against a threatened breach or continuation of any such breach and, in the event of such breach, such remedies as may be available to the disclosing Party in law or in equity.

3. The terms of this Agreement shall not be construed to limit either Party’s right to develop independently or acquire products without use of the other Party’s Confidential Information. The disclosing Party acknowledges that the Recipient may currently or in the future be developing

information internally, or receiving information from other parties, that is similar to the Confidential Information. Provided such similar information existed prior to the commencement of this agreement and is first identified and disclosed to the disclosing party in writing by the recipient, nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

4. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

5. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

6. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

7. This Agreement contains the entire agreement between the Parties relating to the subject matter and may not be changed or discharged in whole or in part except by an agreement in writing between the Parties.

8. This Agreement does not create any obligation for either Party to disclose information to the other Party or to enter into any other agreement.

9. No delay or omission by the disclosing Party in exercising any right under this agreement shall operate as a waiver of that or any other right.

10. This Agreement shall remain in effect for a period of **(number of years)** from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement until such time as the Confidential Information becomes publicly known and made generally available through no action or inaction of the Recipient.

11. Each provision of this Agreement shall be treated as a separate and independent clause, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement.

12. This agreement shall be governed by the laws of the state of **(your state or country)**

IN WITNESS WHEREOF the Parties, each intending to be legally bound, have executed this Agreement:

(Your name)

(Date)

(Their name)

(Date)