

Mutual Non-Disclosure Agreement

Takes effect on the date of the last signature

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made between [**Your name**], an individual and [**Their name**], an individual (each a “**Party**” and together the “**Parties**”), and takes effect on the date the last Party signs it, as shown below (the “**Effective Date**”). The Parties wish to share Confidential Information with each other in connection with evaluating a potential business relationship between the Parties (the “**Purpose**”).

1. Confidential Information. “**Confidential Information**” means all non-public information disclosed by or on behalf of one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether before or after the Effective Date and in any form — oral, visual, written or electronic — that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of its disclosure. It includes, for example, business plans, financial information, customer and supplier information, product plans, designs, software and source code, inventions, know-how and trade secrets, as well as the fact that the Parties are having discussions and the content of those discussions.

2. Exclusions. Confidential Information does not include information that the Receiving Party can show (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party, without restriction, before receiving it from the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

3. Obligations. The Receiving Party will (a) use Confidential Information only for the Purpose; (b) not disclose Confidential Information to anyone except its and its affiliates’ employees, officers, directors, contractors and professional advisers who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement (“**Representatives**”); (c) protect Confidential Information with at least the care it uses for its own similar information, and never less than reasonable care; and (d) not reverse engineer, decompile or disassemble any prototype, software or other material provided by the Disclosing Party. The Receiving Party is responsible for any breach of this Agreement by its Representatives and will promptly notify the Disclosing Party after learning of any unauthorized use or disclosure of Confidential Information.

4. Required Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, regulation, subpoena or court order, provided that, where legally permitted, it gives the Disclosing Party prompt written notice and reasonable assistance so that the Disclosing Party may seek a protective order or other remedy, and discloses only the portion it is legally required to disclose.

5. Return or Destruction. Upon the Disclosing Party’s written request, the Receiving Party will promptly return or destroy the Disclosing Party’s Confidential Information and, if requested, confirm this in writing. The Receiving Party may keep copies that it is required by law to retain or that are stored in routine backup systems, provided they remain subject to this Agreement.

6. Term. This Agreement covers Confidential Information disclosed before the Effective Date and during the three-year period starting on it. Either Party may end that period early by written notice to the other Party. The Receiving Party’s obligations continue for three years after the later of the Effective Date and the date each item of Confidential Information is disclosed, except that for any Confidential Information that is a trade secret under applicable law, they continue for as long as it remains a trade secret.

7. Ownership; No License. All Confidential Information remains the property of the Disclosing Party. Except for the limited right to use it for the Purpose, nothing in this Agreement grants the Receiving Party any license or other right in the Disclosing Party's Confidential Information or in any patent, copyright, trademark or other intellectual property.

8. No Warranty; No Further Obligation. Confidential Information is provided "as is," without any warranty. Neither Party is required by this Agreement to disclose any information, to continue discussions, or to enter into any further agreement or transaction. Nothing in this Agreement prevents either Party from developing or acquiring products or services that compete with those of the other Party, as long as it does so without using the other Party's Confidential Information.

9. Remedies. Unauthorized use or disclosure of Confidential Information may cause the Disclosing Party irreparable harm for which money damages would not be an adequate remedy. The Disclosing Party is therefore entitled to seek an injunction or other equitable relief, without having to post a bond to the extent the law allows, in addition to any other remedies available to it.

10. Notice of Immunity. Under the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding if they file any document containing the trade secret under seal and do not disclose it except under court order. Nothing in this Agreement prevents anyone from reporting possible violations of law to a government agency or from making other disclosures protected by whistleblower laws.

11. Governing Law and Venue. This Agreement is governed by the laws of [Governing state], without regard to its conflict-of-laws rules. The state and federal courts located in [Governing state] have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each Party consents to their jurisdiction, except that either Party may seek injunctive relief in any court of competent jurisdiction.

12. General. This Agreement is the entire agreement between the Parties about its subject matter and replaces all prior or contemporaneous agreements and understandings about it. It may be amended or waived only in a writing signed by both Parties, and a delay or failure to enforce any provision is not a waiver. If any provision is found unenforceable, it will be enforced to the maximum extent permitted and the rest of this Agreement will remain in effect. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor to all or substantially all of the business or assets to which this Agreement relates; this Agreement binds and benefits the Parties and their permitted successors and assigns. Notices under this Agreement must be in writing and may be sent by email to the addresses on the signature page. The Parties are independent, and this Agreement creates no agency, partnership, joint venture or employment relationship. This Agreement may be signed electronically and in counterparts, and electronic signatures have the same effect as handwritten ones.

The Parties have signed this Agreement as of the Effective Date.

[Your name]

[Their name]

Name: [Your name]

Email: [Your email]

Date:

Name: [Their name]

Email: [Their email]

Date:

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