

MUTUAL NON-DISCLOSURE AGREEMENT

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

Company: _____, having its principal place of business at _____,

and **Counterparty:** _____, having its principal place of business at _____.

The Company and the Counterparty are each referred to as a "Party" and collectively as the "Parties".

1. Purpose

The Parties intend to explore a potential business relationship or transaction (the "Purpose") and in doing so may disclose to each other certain confidential or proprietary information. This Agreement sets forth the terms under which such information will be disclosed and protected.

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, technical, commercial, financial, or business information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether in written, oral, electronic, or any other form, including but not limited to product specifications, drawings, customer lists, pricing, trade secrets, know-how, processes, software, and other business strategies.

Confidential Information does not include information that the Receiving Party can demonstrate:

- (a) was already known without restriction at the time of disclosure;
- (b) becomes publicly known through no fault of the Receiving Party;
- (c) is lawfully received from a third party not under any obligation of confidentiality; or
- (d) is independently developed without use of the Disclosing Party's information.

3. Obligations of the Parties

Each Party agrees:

- To use the Confidential Information solely for the Purpose;
- To limit disclosure of the Confidential Information to employees, agents, or representatives who need access and are bound by confidentiality obligations at least as restrictive as those in this Agreement;
- Not to disclose the Confidential Information to any third party without prior written consent of the Disclosing Party;

- To take reasonable measures to protect the Confidential Information from unauthorized disclosure or use.

4. Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice (where legally permissible) and reasonably cooperate in seeking protective measures.

5. Return or Destruction

Upon termination of discussions or upon written request by the Disclosing Party, each Party shall promptly return or destroy all Confidential Information received from the other, including all copies, summaries, or derivatives, and certify such destruction if requested.

6. No Rights Granted

Nothing in this Agreement shall be construed as granting any license or rights to the Confidential Information, under any intellectual property rights or otherwise.

7. No Obligation to Proceed

This Agreement does not obligate either Party to proceed with any transaction or relationship, nor to disclose any particular information.

8. No Solicitation

During the term of this Agreement and for one (1) year thereafter, neither Party shall solicit for employment any employee of the other Party whom they had contact with in relation to the Purpose, except through general job postings not specifically targeting such individuals.

9. Term

This Agreement shall commence on the Effective Date and continue in effect for two (2) years, unless earlier terminated in writing by either Party. The confidentiality obligations shall survive for two (2) years after termination of this Agreement.

10. Governing Law and Jurisdiction

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

The Parties agree to submit to the exclusive jurisdiction of the courts of _____ for any disputes arising out of or relating to this Agreement.

11. Remedies

Each Party agrees that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate, and that the non-breaching Party may seek injunctive or equitable relief in addition to any legal remedies.

12. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties.
- Any amendments must be in writing and signed by both Parties.
- If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.
- This Agreement may be executed in counterparts and signed electronically or by PDF.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

Company: _____

By: (s) _____

Name: _____

Title: _____

Date: _____

Counterparty: _____

By: (s) _____

Name: _____

Title: _____

Date: _____