

# NON-DISCLOSURE AGREEMENT

(Mutual/Bilateral)

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This Non-Disclosure Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between:

**Party A:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

**Party B:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

## **1. DEFINITION OF CONFIDENTIAL INFORMATION**

For purposes of this Agreement, "Confidential Information" shall mean any and all non-public, proprietary, or confidential information disclosed by either party to the other, whether orally, in writing, or in any other form, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

## **2. OBLIGATIONS OF RECEIVING PARTY**

Each party agrees to: (a) hold and maintain the Confidential Information in strict confidence; (b) not disclose the Confidential Information to any third parties without prior written consent; (c) not use the Confidential Information for any purpose other than evaluating potential business relationships; and (d) protect the Confidential Information with the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

## **3. EXCEPTIONS**

The obligations set forth in Section 2 shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known by the receiving party prior to disclosure; (c) is rightfully received by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information.

#### **4. RETURN OF MATERIALS**

Upon termination of discussions or upon request, each party shall promptly return or destroy all documents, materials, and other tangible manifestations of Confidential Information and all copies thereof in its possession or control.

#### **5. TERM**

This Agreement shall remain in effect for a period of three (3) years from the date first written above, unless extended by mutual written agreement of the parties.

#### **6. REMEDIES**

Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate. Therefore, each party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

#### **7. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, without regard to its conflict of law principles.

**Party A**

**Party B**

Signature

Signature

Print Name

Print Name

Date

Date