

Mutual Confidentiality Agreement

This agreement is hereby entered into by [Name of first party] and [Name of second party] on this date: [Date here].

Purpose: To protect the information shared between [Name first party] and [Name second party] against any unauthorized usage or disclosure.

The parties hereby agree to the following:

A: Throughout the agreement, "confidential information" refers to information owned by the disclosing parties and generally not known to third parties. It may include information relating to these subjects:

1. Product strategies
2. Site location strategies
3. Contract discussions
4. Pricing Policies
5. Marketing information
6. Business plans
7. Technical knowledge
8. Financing strategies
9. Trade secrets
10. Investing strategies
11. Other business affairs of the disclosing parties

B: All information disclosed to a receiving party shall be treated as confidential and therefore under the terms of this agreement.

C: Both parties understand that any intentional or unintentional unauthorized usage or disclosure of confidential information may be detrimental to the disclosing party and is in violation of this agreement. Each party agrees to the following:

1. Not to use confidential information in any way that deviates from authorized purpose.
2. Not to disclose the object and scope of any discussions between the parties, except where required by law.
3. Not to disclose confidential information to any third party without written consent of the disclosing party.
4. That upon termination of the partnership, all records pertaining to confidential information be returned to the disclosing party.

D: The obligations outlined above shall not apply to material that:

1. Through no act of the receiving party becomes part of public domain
2. Can be proven to be owned by the receiving party before this agreement
3. Is disclosed by court order
4. Is authorized for release in writing by the disclosing party.

E: Should the receiving party receive a court order to turn over any confidential information, the disclosing party must be immediately notified in order to either seek a protective order or waive this agreement according to the disclosing party's discretion.

F: This agreement shall be governed under the jurisdiction of the state of: [State name]

The undersigned agree to the terms of this agreement.

_____ (Name of Company)
Name of Signatory: _____
Date: _____

_____ (Name of Company)
Name of Signatory: _____
Date: _____

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