**MUTUAL NONDISCLOSURE AGREEMENT**

This mutual nondisclosure agreement is between [PARTY ONE NAME], a[n] [State of

Organization, if not an individual] [Business Type] whose principal address is [Full Mailing

Address] and [YOUR NAME OR ORGANIZATION NAME], a[n] [State of Organization, if not

an individual] [Business Type] whose principal address is [Full Mailing Address].

Each party has developed certain confidential information that it may disclose to the other

party for the purpose of [why the parties are exchanging information].

* **1.**

The parties therefore agree as follows:

**CONFIDENTIAL INFORMATION.**

Each party (in such capacity, a “Disclosing Party”) may disclose certain of its confidential and

proprietary information to the other party (in such capacity, a "Receiving Party").

"Confidential Information" means:

(a)

(b)

information relating to the Disclosing Party or its current or proposed business,

including financial statements, budgets and projections, customer identifying

information, potential and intended customers, employers, products, computer

programs, specifications, manuals, software, analyses, strategies, marketing plans,

business plans, and other confidential information, whether provided orally, in

writing, or by any other media, that was or will be:

(i) provided or shown to the Receiving Party by or on behalf of the Disclosing

Party; or

(ii) obtained by the Receiving Party from review of documents or property of, or

communications with, the Disclosing Party; and

all notes, analyses, compilations, studies, summaries, and other material, whether

provided orally, in writing, or by any other media, that contain or are based on the

information described in subsection (a) (the "Derivative Materials”).

The Disclosing Party shall identify Confidential Information disclosed orally within a

reasonable time after disclosure, although failure to identify information as Confidential

Information is not an acknowledgment or admission that that information is not confidential.

* **2.**

**OBLIGATION TO MAINTAIN CONFIDENTIALITY.**

(a)

Confidentiality. The Receiving Party shall keep the Confidential Information

confidential. Except as otherwise required by law, the Receiving Party may not:

(i) disclose any Confidential Information to any person or entity other than:

A. a Receiving Party representative who needs to know the Confidential

Mutual Nondisclosure Agreement

**2**