

◆ Agreement Information (Fill-in Section)

Effective Date: {{effective\_date}}

Term (months): {{term\_months}}

Confidentiality Period (months after termination): {{confidentiality\_period\_months}}

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Party A (Disclosing Party 1)

Company Name: {{party\_a\_name}}

Address: {{party\_a\_address}}

Signatory Name: {{party\_a\_signatory\_name}}

Title: {{party\_a\_title}}

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Party B (Disclosing Party 2)

Company Name: {{party\_b\_name}}

Address: {{party\_b\_address}}

Signatory Name: {{party\_b\_signatory\_name}}

Title: {{party\_b\_title}}

Email: {{party\_b\_email}}

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Additional Terms

Governing Law: {{governing\_law}}

IP Ownership: {{ip\_ownership}}

Non-Solicitation: {{non\_solicit}}

Exclusivity: {{exclusivity}}

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◆ Agreement Text (Static Section)

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into as of the Effective Date by and between Party A and Party B (each a “Party” and collectively the “Parties”).

1. Purpose

The Parties wish to explore a potential business relationship (the “Purpose”) and, in connection therewith, may disclose certain confidential information to one another.

2. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether oral, written, or electronic, that is designated as confidential or that a reasonable person would understand to be confidential.

3. Obligations of the Receiving Party

The Receiving Party shall:

1. Use the Confidential Information solely for the Purpose;
2. Not disclose it to any third party except as expressly permitted; and
3. Protect it with at least the same degree of care as it uses for its own confidential information, but no less than a reasonable degree of care.

#### 4. Exceptions

Confidential Information does not include information that:

- Is or becomes public through no fault of the Receiving Party;
- Was known by the Receiving Party prior to disclosure;
- Is received from a third party without breach of obligation; or
- Is independently developed without use of the Confidential Information.

#### 5. Term

This Agreement shall remain in effect for the period stated in “Term (months)” above, beginning on the Effective Date. The confidentiality obligations shall survive for the “Confidentiality Period” indicated above.

#### 6. Intellectual Property

All intellectual property remains the property of the Disclosing Party unless otherwise agreed in writing.

Ownership of any jointly developed materials shall be determined by a separate written agreement.

Field applied: {{ip\_ownership}}

#### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of {{governing\_law}}, without regard to its conflict-of-law provisions.

#### 8. Non-Solicitation (*Optional*)

If enabled above, the Parties agree {{non\_solicit}} not to solicit or hire employees of the other Party for the duration of this Agreement and six (6) months thereafter.

#### 9. Exclusivity (*Optional*)

If enabled above, the Parties agree {{exclusivity}} not to enter into a similar NDA with direct competitors regarding the same Purpose during the term of this Agreement.

#### 10. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof.
  - Any amendments must be in writing and signed by both Parties.
  - Neither Party may assign this Agreement without prior written consent of the other Party.
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◆ Signatures

Party A – {{party\_a\_name}}

By: \_\_\_\_\_

Name: {{party\_a\_signatory\_name}}

Title: {{party\_a\_title}}

Date: \_\_\_\_\_

Party B – {{party\_b\_name}}

By: \_\_\_\_\_

Name: {{party\_b\_signatory\_name}}

Title: {{party\_b\_title}}

Date: \_\_\_\_\_