Mutual Non-Disclosure Agreement

# 1. Introduction

This Mutual Non-Disclosure Agreement (the 'Agreement') is made and entered into as of [Effective Date], by and between Alpha Shares ('Party A') and [Client/Partner Name] ('Party B'). This Agreement outlines the terms under which both parties agree to protect the confidential information exchanged during their business relationship.

# 2. Definition of Confidential Information

For the purposes of this Agreement, 'Confidential Information' shall mean any information or material that is proprietary to either party, whether oral, written, electronic, or other form, that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

# 3. Obligations of Both Parties

Each party agrees to:   
- Use the Confidential Information solely for the purposes of evaluating and engaging in discussions concerning a potential business relationship.   
- Not disclose any Confidential Information to any third parties without the prior written consent of the disclosing party.   
- Protect the Confidential Information using the same degree of care as it uses to protect its own confidential information, but no less than a reasonable standard of care.

# 4. Exclusions from Confidentiality

Confidential Information does not include information that:   
- Is or becomes publicly available without breach of this Agreement.   
- Is received from a third party without breach of any obligation of confidentiality.   
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

# 5. Term and Termination

This Agreement shall commence on the Effective Date and remain in effect for a period of [Term Duration] years, unless terminated earlier by either party upon [Days] days written notice. The obligations to protect Confidential Information shall survive termination of this Agreement.

# 6. Breach of Agreement

In the event of a breach or threatened breach of this Agreement, the non-breaching party shall be entitled to seek injunctive relief, specific performance, or any other equitable relief to prevent further breaches.

# 7. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations. Any amendments must be in writing and signed by both parties. This Agreement shall be governed by the laws of [Jurisdiction].

# 8. Signatures

[Party B Name]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Alpha Shares  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_