

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between _____ (the "Disclosing Party"), and _____ (the "Receiving Party").

1. Purpose

The Parties wish to explore a potential business relationship involving accessing & exploring confidential data & information (the "Purpose"). In connection with this Purpose, each Party may disclose certain confidential and proprietary information to the other. The Parties agree to protect and use such information only as provided in this Agreement.

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive information, whether written, oral, or electronic, that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and is designated as confidential or that a reasonable person would understand to be confidential under the circumstances of disclosure.

Confidential Information includes, but is not limited to, trade secrets, technical data, financial information, business strategies, customer lists, and other proprietary information.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known without breach of this Agreement by the Receiving Party.
- Was in the Receiving Party's possession prior to disclosure by the Disclosing Party.
- Is disclosed to the Receiving Party by a third party legally entitled to make such disclosure.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

1. Maintain the confidentiality of the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care.
2. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, agents, or advisors who need to know the information for the Purpose and are bound by obligations of confidentiality.
3. Not use the Confidential Information for any purpose other than the Purpose.

5. Term and Termination

This Agreement shall remain in effect for _____ from the Effective Date unless terminated earlier by written agreement of the Parties. However, the Receiving Party's obligations to protect Confidential Information that constitutes a trade secret shall continue for as long as such information remains a trade secret under applicable law.

6. Return or Destruction of Confidential Information

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Information and certify such destruction in writing.

7. Governing Law

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

8. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral.
- No modification or waiver of this Agreement shall be valid unless in writing and signed by both Parties.
- If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

9. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Disclosing Party:

Name: _____

Signature: _____

Date: _____

Receiving Party:

Name: _____

Signature: _____

Date: _____