

MUTUAL NON-DISCLOSURE AGREEMENT

Effective date: [date]

Party A: [full legal name or company name]

Address: [street, city, state, ZIP]

Party B: [full legal name or company name]

Address: [street, city, state, ZIP]

Each party may share Confidential Information with the other. A party sharing information is the "Discloser" and a party receiving it is the "Recipient." Each party can be both.

1. Purpose

The parties want to share information to [describe the purpose, for example "evaluate a possible reseller arrangement between them"] (the "Purpose").

2. What is Confidential Information

"Confidential Information" means any information the Discloser shares with the Recipient in connection with the Purpose, in any form (written, electronic, spoken or visual), that is:

- marked or described as confidential when shared; or
- something a reasonable person would understand to be confidential because of its nature and the circumstances of sharing.

Examples include business plans, pricing, customer and supplier information, financial information, product plans, software, designs, know-how and trade secrets.

3. What is not Confidential Information

Confidential Information does not include information that the Recipient can show:

- is or becomes public, other than through a breach of this agreement;
- the Recipient already knew, without a duty of confidentiality, before receiving it from the Discloser;
- the Recipient receives from someone else who is free to share it; or
- the Recipient develops independently without using the Discloser's Confidential Information.

4. Recipient's obligations

The Recipient will:

- use the Confidential Information only for the Purpose;
- keep it confidential, using at least the same care it uses for its own similar information, and never less than reasonable care;
- share it only with its employees, contractors and professional advisers who need to know it for the Purpose and who are bound by confidentiality duties at least as protective as this agreement (the Recipient is responsible for their compliance); and
- tell the Discloser promptly in writing if it learns of any unauthorized use or disclosure, and take reasonable steps to limit the harm.

5. Disclosure required by law

The Recipient may disclose Confidential Information if required by law, regulation or court order. Where the law allows, the Recipient will first give the Discloser prompt written notice so the Discloser can seek protection, and will disclose only what is legally required.

6. Whistleblower immunity notice

Nothing in this agreement prevents any individual from reporting a possible violation of law to a government agency or from making disclosures protected by law. Under 18 U.S.C. 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding, if they file any document containing the trade secret under seal and do not disclose it except under court order.

7. Term

This agreement covers information shared from the effective date until [date or "the end of the parties' discussions about the Purpose"]. The Recipient's obligations for each item of Confidential Information last for [number] years after it is shared. For any trade secret, the obligations last for as long as it remains a trade secret under applicable law.

Either party may end the sharing period earlier by written notice. Obligations for information already shared continue as stated above.

8. Return or destruction

When the Discloser asks in writing, or when this agreement ends, the Recipient will promptly return or destroy the Discloser's Confidential Information and confirm this in writing. The Recipient may keep copies that are required by law or that sit in routine backups, as long as they stay confidential under this agreement.

9. No license and no obligation

All Confidential Information stays the property of the Discloser. Nothing in this agreement grants any license or rights in it, except the limited right to use it for the Purpose.

Neither party has to share any particular information or enter into any further agreement or transaction. Confidential Information is provided "as is," without any promise about its accuracy or completeness.

10. Remedies

Unauthorized use or disclosure may cause harm that money alone can't fix. The Discloser may seek a court order to stop a breach or threatened breach, in addition to any other remedies available by law.

11. General terms

Notices. Notices must be in writing and sent to the addresses above (or a new address a party gives in writing), by mail, hand delivery or email.

Entire agreement. This is the whole agreement between the parties about Confidential Information shared for the Purpose.

Amendments. Changes must be in writing and signed by both parties.

No assignment. Neither party may transfer this agreement without the other's written consent, except to a successor to its whole business.

Governing law. The law of [State] governs this agreement.

Severability. If any part of this agreement is found unenforceable, the rest stays in effect.

Electronic signatures and counterparts. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Party A

Signature: _____

Name: [full name]

Date: [date]

Party B

Signature: _____

Name: [full name]

Date: [date]