MUTUAL NON-DISCLOSURE AGREEMENT

Short-Form Confidentiality Agreement

Agreement No. [NDA-0000] · Effective Date [MM/DD/YYYY]

THE PARTIES

This Mutual Non-Disclosure Agreement (the "Agreement") is made on **[DATE]** between **[PARTY A LEGAL NAME]**, of **[PARTY A ADDRESS]** ("Party A"), and **[PARTY B LEGAL NAME]**, of **[PARTY B ADDRESS]** ("Party B"). Each party may disclose ("Discloser") or receive ("Recipient") Confidential Information.

PARTY A	PARTY B
LEGAL NAME [PARTY A LEGAL NAME]	LEGAL NAME [PARTY B LEGAL NAME]
ADDRESS [STREET, CITY, STATE ZIP]	ADDRESS [STREET, CITY, STATE ZIP]
CONTACT PERSON [CONTACT NAME]	CONTACT PERSON [CONTACT NAME]
PHONE [PHONE]	PHONE [PHONE]
EMAIL [EMAIL]	EMAIL [EMAIL]

TERMS OF AGREEMENT

1. **Purpose.** The parties wish to exchange information for the sole purpose of **[DESCRIBE PURPOSE, e.g. evaluating a potential business relationship]** (the "Purpose").

2. **Confidential Information.** "Confidential Information" means all non-public business, technical, financial and customer information disclosed by either party, in any form, that is marked confidential or that a reasonable person would understand to be confidential.

3. **Exclusions.** Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient; (b) was lawfully known to the Recipient before disclosure; (c) is independently developed without use of the Discloser's information; or (d) is lawfully received from a third party without restriction.

4. **Obligations.** The Recipient shall use Confidential Information only for the Purpose, protect it with at least reasonable care, and disclose it only to employees and advisors who need to know it and are bound by similar confidentiality duties.

5. **Required Disclosure.** If the Recipient is required by law or court order to disclose Confidential Information, it shall give the Discloser prompt notice (where lawful) and disclose only what is legally required.

6. **Term.** This Agreement covers disclosures made during **[NUMBER]** months from the date above. Confidentiality obligations continue for **[NUMBER]** years after the last disclosure, and for trade secrets for as long as they remain trade secrets.

7. **Return of Information.** On request or when discussions end, the Recipient shall promptly return or destroy all Confidential Information and confirm this in writing.

8. **No License or Obligation.** No license or ownership rights are granted under this Agreement, and neither party is obliged to enter into any further transaction.

9. **Remedies.** Unauthorized disclosure may cause irreparable harm, and the Discloser may seek injunctive relief in addition to any other remedies available at law.

10. **General.** This Agreement is governed by the laws of **[STATE/COUNTRY]**. It is the entire agreement on this subject, may be amended only in writing signed by both parties, and may be signed in counterparts, including electronically.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates written below.

PARTY A	PARTY B
Signature	*Signature*
Printed Name: [FULL NAME]	**Printed Name:** [FULL NAME]
Title / Capacity: [TITLE]	**Title / Capacity:** [TITLE]
Date: [MM/DD/YYYY]	**Date:** [MM/DD/YYYY]