

MUTUAL NON-DISCLOSURE AGREEMENT

Parties: _____

RECITALS:

WHEREAS, the parties intend to explore a business opportunity of mutual interest (the "Purpose"); and WHEREAS, in connection with this Purpose, each party may disclose to the other certain confidential and proprietary information; NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally, visually, in writing, or by any other means, including but not limited to business plans, financial data, technical data, product designs, trade secrets, customer lists, and other proprietary information. Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through breach of this Agreement by the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as evidenced by written records; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

2. Obligations of Receiving Party

The Receiving Party shall: (a) hold the Confidential Information in strict confidence and protect it with at least the same degree of care as it uses to protect its own confidential information of like importance, but no less than reasonable care; (b) not disclose such Confidential Information to any third parties without the prior written consent of the Disclosing Party; and (c) not use the Confidential Information for any purpose other than the Purpose.

3. Permitted Disclosures

The Receiving Party may disclose Confidential Information to its employees, officers, directors, agents, or consultants (collectively, "Representatives") who have a strict need to know for the Purpose, provided that such Representatives are informed of the confidential nature of the information and agree to be bound by confidentiality obligations at least as restrictive as those contained herein.

4. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding termination, the Receiving Party's obligations with respect to Confidential Information disclosed during the term shall survive for a period of five (5) years from the date of disclosure.

5. Return or Destruction

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials and documents containing Confidential Information, including all copies.

6. No License or Warranty

No license under any patent, trademark, copyright, or other intellectual property right is granted by this Agreement. All Confidential Information is provided "AS IS" without any warranty, express or implied, as to its accuracy or completeness.

7. Remedies

The Receiving Party acknowledges that monetary damages may be insufficient to remedy unauthorized disclosure or use of Confidential Information and that the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other rights and remedies at law.

8. No Obligation to Proceed

Nothing herein obligates either party to proceed with any transaction or relationship, and each party reserves the right, in its sole discretion, to terminate discussions at any time.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior discussions, agreements, or understandings of any kind. Any amendments must be in writing and signed by both parties.

11. Equitable Relief

Each party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate, and agrees that the Disclosing Party shall be entitled to seek injunctive relief, without the necessity of posting bond.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

13. Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the party in writing.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Headings

Headings in this Agreement are for reference only and shall not affect the interpretation of any provision.

16. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

17. No Agency

Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the parties.

18. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the addresses specified by the parties.

19. Survival

All obligations of confidentiality and use restrictions shall survive termination of this Agreement to the extent set forth herein.

20. Signatures

By signing below, the parties acknowledge that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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