Mutual Non-Disclosure Agreement

This agreement is between _____ (the "First Party") and _____ (the "Second Party"). Each of them may share information with the other, so each is both a "Discloser" and a "Recipient".

1. Why the parties share information

The parties want to share information to discuss and evaluate the following possible business relationship: _____ (the "Purpose").

2. What is confidential

"Confidential Information" means any information that a Discloser shares with a Recipient for the Purpose, before or after this agreement starts, in any form, that is marked as confidential or that a reasonable person would understand to be confidential from its nature and the circumstances. It includes business plans, prices, customer lists, product designs, software, data and know-how.

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

- is or becomes public other than through a breach of this agreement by the Recipient or by anyone it shared the information with under section 3;
- the Recipient already knew, without a duty of confidence, before receiving it;
- the Recipient lawfully receives from someone else who is free to share it; or
- the Recipient develops on its own, without using the Discloser's information.

3. What the Recipient must do

The Recipient will use Confidential Information only for the Purpose; share it only with its employees, contractors and professional advisers who need it for the Purpose and who are bound by duties of confidence at least as strict as this agreement; and protect it with at least the care it uses for its own information of the same kind, and never less than reasonable care. The Recipient is responsible for any breach by the people it shares information with. It will tell the Discloser promptly if it learns of any unauthorized use or disclosure of the Discloser's Confidential Information, and will reasonably help to stop it.

4. Disclosure required by law

If a law, regulation or court order requires the Recipient to disclose Confidential Information, it may do so, but only to the extent required. To the extent legally permitted and reasonably practicable, the Recipient will promptly notify the Discloser before disclosure so the Discloser can seek protection. If advance notice is not reasonably practicable, the Recipient will notify the Discloser as soon as reasonably practicable afterward, to the extent legally permitted. The Recipient need not miss a legal deadline to give notice or await a protective order.

5. Returning or deleting information

When the Discloser asks in writing, the Recipient will promptly return or delete the Discloser's Confidential Information and require the people it shared it with under section 3 to do the same. This includes all copies and the parts of any notes, extracts and analyses that contain Confidential Information. The Recipient and those people may keep copies that the law requires them to keep, for as long as it requires, and copies held in routine backups that cannot reasonably be deleted separately, until those backups are overwritten in the ordinary course. They will keep any retained copies confidential and use them only as needed to comply with the law or to restore backups. If a backup is restored, they will again delete the information from active systems unless the law requires them to keep it.

6. Duration

This agreement starts on the date of the last signature below. Either party may end coverage of new disclosures at any time by written notice to the other, effective when the other party receives it. Information shared after that notice takes effect is not covered by this agreement. When this agreement starts, sections 3 to 5 apply to Confidential Information already shared for the Purpose. They also apply to each new disclosure for the Purpose made while this agreement covers new disclosures. For each disclosure, those duties continue for _____ years from the date of that disclosure or the date this agreement starts, whichever is later. For information that is a trade secret, those duties also continue after that period ends, for as long as it remains a trade secret under applicable law. Expiration or termination does not excuse an earlier breach. If a return or deletion request was made while the duties for the information were in effect, the Recipient must complete that request. The safeguards and deletion requirements in section 5 for copies kept under its legal-retention or backup exceptions continue until those copies are returned or deleted.

7. No other rights or duties

Each party will share only information it has the right to share for the Purpose. Sharing information does not change who owns it. The Recipient may use Confidential Information as this agreement allows, but receives no other license or right under any patent, copyright, trademark or other intellectual property right. Information is shared "as is". Neither party must share any information or go ahead with any transaction.

8. Remedies

A breach of this agreement may cause harm that money alone cannot repair. In addition to any other remedy, the Discloser may ask a court for an injunction to stop or prevent a breach.

9. Notice of immunity for whistleblowers

Nothing in this agreement prevents anyone from reporting a possible violation of law to a government agency or from making other disclosures that the law protects, and no notice to the other party is needed for that. Under the federal Defend Trade Secrets Act (18 U.S.C. section 1833(b)), an individual is not held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (1) in confidence, directly or indirectly, to a federal, state or local government official or to an attorney, solely to report or investigate a suspected violation of law, or (2) in a complaint or other document filed under seal

in a lawsuit or other proceeding. An individual who sues an employer for retaliation 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 it under seal and do not disclose it except under a court order.

10. General

This agreement is governed by the laws of the State of _____, without regard to its conflict-of-laws rules. It replaces earlier discussions about confidentiality for the Purpose. It does not cancel duties under an earlier written agreement signed by both parties; if those duties conflict with this agreement for particular information, the earlier written agreement controls for that information unless both parties sign a writing that expressly changes it. It can only be changed in a writing signed by both parties. If a court finds any part unenforceable, the rest stays in effect. Neither party may assign it without the other's written consent, except to a successor of its whole business. Notices and requests under this agreement may be sent by email to the First Party at _____ and to the Second Party at _____. An email is received when it reaches the designated email system in a form the addressee can retrieve. Either party may update its address by written notice to the other. The parties agree to sign it electronically, and each signed copy counts as an original.

First party

_____
Signature

_____
Full name

_____
Title

_____
Date

Second party

_____
Signature

_____
Full name

_____
Title

_____
Date