

# Mutual Non-Disclosure Agreement (NDA)

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of

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by and between:

Party 1:

Name:

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Address:

Party 2:

Name:

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Address:

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information or material that is proprietary to either party and not generally known to the public, whether oral, written, or in any other form, disclosed or made available by one party (the "Discloser") to the other party (the "Recipient").

## 2. Obligations of Confidentiality

- The Recipient shall not disclose any Confidential Information to any third party without the prior written consent of the Discloser.
- The Recipient shall use the Confidential Information solely for the purpose of evaluating or engaging in discussions concerning a potential business relationship between the parties.
- The Recipient shall take reasonable precautions to protect the confidentiality of such information.

## 3. Exclusions

This Agreement does not apply to any information that:

- Is already known to the Recipient at the time of disclosure;
- Becomes publicly available through no fault of the Recipient;
- Is independently developed by the Recipient without use of or reference to the Confidential Information;
- Is lawfully received from a third party without restriction on disclosure.

## 4. Term

This Agreement and the obligations of confidentiality shall remain in effect for

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years from the date of disclosure of each item of Confidential Information.

## 5. Return of Materials

Upon the written request of the Discloser, the Recipient shall promptly return or destroy all documents and materials containing or based upon any Confidential Information.

## 6. No License

Nothing in this Agreement grants the Recipient any rights in or to the Confidential Information, except as expressly set forth herein.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

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, without regard to its conflict of laws principles.

## 8. Miscellaneous

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements. Any amendments must be in writing and signed by both parties.

Party 1 Name:

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Signature:

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Date:

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Party 2 Name:

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Signature:

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Date:

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