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#2 MUTUAL (BILATERAL) NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

Party A: [PARTY A NAME], a [PARTY A ENTITY TYPE] with a principal address of [PARTY A ADDRESS]

Party B: [PARTY B NAME], a [PARTY B ENTITY TYPE] with a principal address of [PARTY B ADDRESS]

Party A and Party B are referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The Parties desire to explore a potential business relationship or transaction (the "Purpose"). In connection with the Purpose, each Party may disclose to the other certain non-public, confidential, and proprietary information. This Agreement governs the disclosure, use, and protection of such information by both Parties.

2. Confidential Information

"Confidential Information" means any and all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. Confidential Information includes but is not limited to: business plans, financial data, trade secrets, technical specifications, software, customer lists, marketing strategies, inventions, and proprietary processes.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party at the time of disclosure, as evidenced by written records predating the disclosure; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

3. Obligations of Each Receiving Party

Each Party, in its capacity as a Receiving Party, agrees to: (a) hold all Confidential Information received from the Disclosing Party in strict confidence, using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (b) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use Confidential Information solely for the Purpose; and (d) limit access to Confidential Information to those employees,

contractors, or agents who have a legitimate need to know and who are bound by confidentiality obligations no less restrictive than those in this Agreement.

If either Party is required by applicable law or court order to disclose Confidential Information, that Party shall provide the other Party with prompt written notice and shall reasonably cooperate in seeking a protective order or other appropriate relief before making any such disclosure.

4. Term

This Agreement commences on the Effective Date and remains in effect for [TERM LENGTH]. The confidentiality obligations set forth in Section 3 survive termination or expiration of this Agreement for an additional period of [SURVIVAL PERIOD] years.

5. No License

Nothing in this Agreement grants either Party any license, right, or interest in any patent, copyright, trademark, trade secret, or other intellectual property of the other Party, except the limited right to use Confidential Information solely for the Purpose.

6. Return or Destruction of Information

Upon written request by the Disclosing Party, or upon termination or expiration of this Agreement, the Receiving Party shall promptly return or certifiably destroy all Confidential Information in its possession or control, including all copies and summaries, and shall provide written certification of such return or destruction upon request.

7. Injunctive Relief

Each Party acknowledges that any breach of this Agreement may cause irreparable harm to the other Party for which monetary damages would be an inadequate remedy. Accordingly, either Party shall be entitled to seek injunctive relief and specific performance, without the requirement of posting a bond or other security, in addition to all other remedies available at law or in equity.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement shall be resolved exclusively in the state or federal courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE], and the Parties hereby consent to personal jurisdiction and venue in such courts. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

[NOTE: Forum selection clause enforceability varies by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

9. General Provisions

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior oral and written understandings relating to the same subject matter.

9.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

9.3 Severability. If any provision is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions shall continue in full force and effect.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, including electronic or digital counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

9.5 No Waiver. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision.

9.6 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

PARTY A

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

PARTY B

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

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