

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ (the “Effective Date”) between:

(1) _____, of _____ (“First Party”); and

(2) _____, of _____ (“Second Party”).

Each party may disclose confidential information to the other in connection with _____ (the “Purpose”). The parties agree as follows.

1. Confidential Information

“Confidential Information” means all information, in any form, that one party (the “Discloser”) makes available to the other (the “Recipient”) and that is marked confidential or that a reasonable person would understand to be confidential. It includes business plans, financial information, customer and supplier details, pricing, product designs, software, know-how and the existence and terms of this Agreement.

2. Obligations of the Recipient

The Recipient shall: (a) keep the Confidential Information secret and protect it with at least the care it uses for its own confidential information, and no less than reasonable care; (b) use it only for the Purpose; (c) disclose it only to those of its employees, officers and professional advisers who need to know it for the Purpose and who are bound by duties of confidence no less strict than those in this Agreement; and (d) not copy it except as the Purpose requires.

3. Exceptions

These obligations do not apply to information that the Recipient can show: (a) is or becomes public other than through a breach of this Agreement; (b) was lawfully in its possession before disclosure; (c) was received from a third party who was free to disclose it; or (d) was developed independently without use of the Confidential Information.

4. Disclosure Required by Law

The Recipient may disclose Confidential Information to the extent required by law, a court or a regulator, provided that, where it is lawful to do so, it gives the Discloser prompt notice and discloses only what is required.

5. Return or Destruction

On the Discloser’s written request, the Recipient shall promptly return or destroy all Confidential Information and all copies of it, and confirm in writing that it has done so. The Recipient may keep one copy where the law requires it to, and that copy remains subject to this Agreement.

6. No Licence and No Warranty

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants the Recipient any licence or right in it. Confidential Information is provided as it is, without any warranty as to its accuracy or completeness.

7. Term

This Agreement begins on the Effective Date and applies to information disclosed during the following _____ months. The obligations of confidence continue for _____ years after the date of each disclosure, and for trade secrets for as long as they remain secret.

8. Remedies

The parties accept that damages alone may not be an adequate remedy for a breach of this Agreement. The Discloser is entitled to seek an injunction or other equitable relief, in addition to any other remedy available to it.

9. General

This Agreement is the whole agreement between the parties on its subject and may be changed only in writing signed by both. Neither party may assign it without the other's written consent. If any provision is found unenforceable, the remainder stays in force. Nothing in this Agreement obliges either party to enter into any further agreement.

10. Governing Law

This Agreement is governed by the laws of _____, and the courts of _____ have jurisdiction over any dispute arising from it.

For the First Party

Signature: _____

Name: _____

Date: _____

For the Second Party

Signature: _____

Name: _____

Date: _____