Mutual Non-Disclosure Agreement

THIS AGREEMENT is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022 (the “Effective Date”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Other Party”).

For purposes of this Agreement, the Party that owns and/or discloses the confidential information is hereinafter referred to as the "Disclosing Party" and the Party that receives and or accesses confidential information hereunder is hereinafter referred to as "Recipient."

Whereas it is anticipated that it may be necessary for each of the parties (Disclosing Party) to share with the other (Recipient) certain confidential and proprietary information, which the Recipient agrees to protect from any unauthorized use or disclosure.

Accordingly, the Parties agree as follows:

**Article 1:** Both Parties agree that: "Confidential Information" means any proprietary or confidential information, technical data, or know-how (including, but not limited to, inventions, trade secrets, formulae, software, algorithms, system/network architecture/configuration, designs, and processes, and all other non-public information, material or data relating to the current and/or future business and operations of the Disclosing Party disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever: (i) that has been marked as confidential; (ii) when disclosed orally or visually, whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient at the time of disclosure and subsequently reduced to or summarized in writing within fifteen (15) days; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential, and further includes all analysis, compilations, studies, summaries, extracts or other documentation prepared by the Recipient based on such information disclosed by the Disclosing Party.

**Article 2:** Both Parties agree not to use the Confidential Information for their own use or for any purposes except for the Purpose expressly set forth above. Both Parties agree not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.

**Article 3:** The Receiving Party can disclose the “Confidential Information” **only** to the Receiving Party’s directors, officers, employees, attorneys, advisors, and consultants (collectively, Representatives), **but** only if such Representatives need to know the Confidential Information **in connection with the purpose of this agreement.**

The Receiving Party will require its Representatives to use at least the same degree of care to protect the Disclosing Party’s Confidential as is used by the Receiving Party in protecting its own proprietary and Confidential Information.

**Article 4:** Exclusions. The information that falls within any of the following exceptions, is not protected by this Agreement and therefore the obligations and restrictions imposed by this Agreement shall not apply to it:

* Information already in the public domain
* Information the other party already has access to prior to the MNDA
* Information that is independently developed or discovered by the recipient
* information that the Disclosing Party has authorized the Receiving Party to share with prior written consent

**Article 5:** The Confidential Information shall remain the sole property of the Disclosing Party or its licensors. No license is granted to Recipient under any patents, copyrights, or other proprietary rights with respect to the Confidential Information by the disclosure thereof hereunder.   
 **Article 6:** Recipient acknowledges and agrees that any breach of this agreement by him or any of its officers, directors, employees or consultants will result in irreparable injury to the Disclosing Party in which a remedy of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be deemed.  
  
**Article 7:** In the event of any litigation or other legal proceedings between the Parties, the prevailing party shall be entitled to reasonable attorneys’ fees and all costs of proceedings incurred in enforcing this agreement. The Courts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this agreement. The laws of \_\_\_\_\_\_\_\_\_\_\_\_ shall govern the validity, interpretation and performance of this agreement.

**Article 8:** Recipient’s obligations under this agreement with respect to Confidential Information it has received shall continue for a period of two (2) years after such disclosure. Provided however, that in certain cases where Disclosing Party specifically so indicates, the information disclosed by Disclosing Party shall be kept confidential by Recipient until such information becomes publicly known and is made generally available without violation of this agreement.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be duly executed by a duly authorized representative of such Party on the dates specified below.

Disclosing Party Receiving Party

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_