

Mutual Non-Disclosure Agreement

Two-way NDA for early partner conversations.

Parties

Between Party A (_____) and Party B (_____), collectively the 'Parties'.

1. Confidential Information

Means any non-public information disclosed by one party to the other, marked or reasonably understood as confidential, including business plans, customer lists, financials, source code, and product roadmaps.

2. Obligations

Each party agrees to (a) hold the other's Confidential Information in strict confidence; (b) use it only to evaluate the proposed business relationship; (c) protect it with at least the same care it uses for its own confidential information; (d) limit access to employees and advisors with a need to know.

3. Exclusions

Information is not confidential if it is publicly known through no fault of the receiver, already in the receiver's possession, independently developed without using the disclosing party's information, or required to be disclosed by law (with prompt notice to the disclosing party).

4. Term

This Agreement is effective for two (2) years from the Effective Date. Confidentiality obligations survive expiration for an additional three (3) years.

5. No Obligation

Nothing here obligates either party to enter into a business relationship or share any specific information.

6. Return of Materials

Upon written request, each party will promptly return or destroy all Confidential Information of the other, including copies.

7. Remedies

The parties agree that monetary damages may be inadequate for breach and that injunctive relief is appropriate in addition to any other remedies.

8. Governing Law

Governed by the laws of _____.

Signatures

Party A: _____ Date: _____

Party B: _____ Date: _____