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## Mutual Non-Disclosure Agreement

Effective Date: [EFFECTIVE DATE] | Parties: [PARTY A] and [PARTY B]

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This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into as of the Effective Date stated above by and between the Parties identified in Clause 1. The Parties wish to explore a potential business relationship (the “Purpose”) and, in connection with the Purpose, may disclose to one another certain confidential and proprietary information.

- 1. Parties.** This Agreement is made between [PARTY A], a [STATE/ENTITY TYPE] with its principal place of business at [PARTY A ADDRESS] (“Party A”), and [PARTY B], a [STATE/ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] (“Party B”). Each Party may act as a “Disclosing Party” when it discloses Confidential Information and as a “Receiving Party” when it receives Confidential Information. Party A and Party B are each a “Party” and together the “Parties.”
- 2. Definition of Confidential Information.** “Confidential Information” means any non-public information disclosed by one Party to the other, in any form (oral, written, electronic, or visual), that is either marked or identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial data, pricing, customer and supplier lists, technical data, source code, designs, processes, methods, know-how, prototypes, and the existence and terms of this Agreement and the discussions between the Parties.
- 3. Obligations.** The Receiving Party shall: (a) use the Confidential Information solely for the Purpose; (b) protect it using at least the same degree of care it uses for its own confidential information of like importance, and in no event less than a reasonable degree of care; (c) not disclose it to any third party except to its employees, officers, directors, agents, and professional advisors who have a need to know for the Purpose and who are bound by confidentiality obligations no less protective than those herein; and (d) not reverse engineer, decompile, or disassemble any materials provided by the Disclosing Party. The Receiving Party is responsible for any breach of this Agreement by such representatives.
- 4. Exclusions.** The obligations in this Agreement do not apply to information that the Receiving Party can demonstrate: (a) was already known to it, free of any obligation of confidence, before disclosure; (b) is or becomes publicly available through no act or omission of the Receiving Party; (c) is rightfully received from a third party without restriction and without breach of any obligation of confidence; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information. Disclosure compelled by law, court order, or regulatory authority is permitted, provided the Receiving Party gives prompt written notice (where lawful) and reasonable cooperation to allow the Disclosing Party to seek protective treatment.
- 5. Term.** This Agreement is effective as of the Effective Date and continues for a period of [TERM, e.g. two (2) years], unless earlier terminated by either Party upon [NOTICE PERIOD, e.g. thirty (30) days] written notice. Notwithstanding termination or expiration, the confidentiality obligations herein survive for a period of [SURVIVAL PERIOD, e.g. three (3) years] from the date of disclosure of the applicable Confidential Information; obligations with

respect to trade secrets survive for as long as the information remains a trade secret under applicable law.

- 6. Return of Materials.** Upon the Disclosing Party's written request, or upon termination or expiration of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all Confidential Information in its possession or control, together with all copies, and certify such destruction in writing upon request. The Receiving Party may retain one archival copy solely for legal or compliance purposes and copies created by routine automated backup systems, which remain subject to the obligations of this Agreement until deleted in the ordinary course.
- 7. No License or Warranty.** All Confidential Information remains the property of the Disclosing Party. No license or other right under any patent, copyright, trademark, trade secret, or other intellectual property right is granted or implied by this Agreement or by any disclosure made under it. Confidential Information is provided "as is." The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information. This Agreement does not obligate either Party to proceed with any transaction or business relationship.
- 8. Governing Law.** This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in [COUNTY, e.g. Jefferson County], Kentucky for any dispute arising out of or relating to this Agreement. The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages are an inadequate remedy, and that the Disclosing Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

**Signatures.** The Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

**Party A**  
[PARTY A LEGAL NAME]

**Party B**  
[PARTY B LEGAL NAME]

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Signature

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Signature

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Name: [PRINT NAME]

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Name: [PRINT NAME]

Title: [TITLE]

Title: [TITLE]

Date: [DATE]

Date: [DATE]

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This document is a template and does not constitute legal advice. The Parties should consult qualified counsel before execution.