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Hill Valley Industries Mutual Non-Disclosure Agreement

In order to evaluate and possibly enter into a business transaction of mutual interest (the "Purpose"), **counterparty_name** for itself and its subsidiaries and affiliates, and the other party identified below hereby agree:

1. The Effective Date of this agreement is **effective_date**.
2. In connection with such discussions for the Purpose, the parties recognize that there is a need to disclose to each other certain confidential information to be used only for the Purpose and to protect such confidential information from unauthorized use and disclosure.
3. A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"). *For purposes of this agreement, "Confidential Information" means any technical or business information disclosed by one party to the other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.*
4. Recipient may use Confidential Information only for the Purpose. Recipient must: (a) take all reasonable steps to maintain the Discloser's Confidential Information in strict confidence; and (b) prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential; provided such agreement contains use and nondisclosure restrictions at least as protective of the Discloser's Confidential Information as those set forth in this agreement. As used herein "reasonable steps" means those steps the Recipient takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care.
5. Confidential Information does not include information that Recipient can show from documentary evidence that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without access to any of Discloser's Confidential Information. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party (unless a court orders that the other party not be given notice) in order to enable the other party to prevent or limit such disclosure.
6. Upon the Discloser's request, the Recipient will promptly return to Discloser or destroy all Confidential Information it has received from Discloser, including any copies made thereof.

7. Either party may terminate this agreement with thirty (30) days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination
8. This agreement imposes no obligation to proceed with any business transaction.
9. All Confidential Information shall remain the sole and exclusive property of Discloser. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
10. *Each party acknowledges that the unauthorized use or disclosure of the Discloser's Confidential Information may cause the Discloser to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Discloser will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.*
11. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
12. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
13. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives as of the Effective Date.