

## **MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made this   <sup>th</sup> day of   ,   , between \_\_\_\_\_ having an office at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and **Customer Company name and address.**

WHEREAS, the parties desire to provide confidential information to each other, and

WHEREAS, the parties are interested in protecting the confidential nature of that information.

NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. The party furnishing information will be called the Furnishing Party for purposes of this Agreement and the party receiving such information will be called the Receiving Party for the purposes of this Agreement.
2. Both parties agree to maintain the confidentiality of all information, financial statements and documentation provided by the Furnishing Party to the Receiving Party, such as but not limited to balance sheets, income statements, programs, codes, flow charts, diagrams, files and associated documentation, which is either the property of the Furnishing Party or the property of others that is licensed, disclosed or entrusted to the Furnishing Party on the condition that the Furnishing Party protect the confidentiality of such property (the Confidential Information). In order to assure such confidentiality and to protect the Confidential Information of the Furnishing Party, the Receiving Party agrees to the following:
  - a. The Receiving Party will protect and safeguard all Confidential Information in accordance with such regulations and procedures as the Furnishing Party may establish from time to time and, in the absence of specific regulations and procedures, the Receiving Party shall protect and safeguard the Confidential Information to the same extent and in the same manner as it protects and safeguards its own confidential information. Notwithstanding the foregoing, the Receiving Party shall at all times exercise at least commercially reasonable efforts to protect the confidentiality of the Confidential Information.
  - b. The Receiving Party shall refrain from disclosing the Confidential Information to any person, including but not limited to its employees (except those employees who receive Confidential Information on a need-to-know basis), and to refuse to permit the examination or copying of any reports, memoranda, or other documents relating to the Confidential Information unless such disclosure is authorized by the Furnishing Party.
  - c. The Receiving Party shall return all document, papers, memoranda and other matters which relate in any way to the Confidential Information upon demand by the Furnishing Party.
3. The term "Confidential Information" does not include information which: (a) has been or is in the future publicly available or is now or may in the future be otherwise in the public domain through no fault of the Receiving Party; (b) prior to disclosure pursuant to this Agreement is within the possession of the Receiving Party; (c) becomes available to the Receiving Party from a third party under no obligation of confidentiality to the Furnishing Party; (d) is independently developed by the Receiving Party in the course of work by its employees or employees of an affiliate who have not had access to the Confidential Information; (e) is approved for disclosure by prior written permission of the Furnishing Party; or (f) disclosure is required by law, so long as the party required to disclose the Confidential Information provides

the other party with prior written notice of any required disclosure within a reasonable time to seek judicial assistance in preventing disclosure.

4. The term of this Agreement is one year from its date of execution. This Agreement supersedes all prior or contemporaneous proposals, communications and negotiations both oral and written and constitutes the entire agreement between the parties with respect to the provision of confidential information. Any modification or alteration of this Agreement shall have no force or effect unless in writing and signed by authorized representatives of both parties.

5. The law of the State of \_\_\_ shall govern this Agreement, excluding its conflicts of law rules.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Customer Company name

\_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Last Revised: January 1, 2023.