

# MUTUAL NON-DISCLOSURE AGREEMENT

(NDA)

**Effective Date:** « \_\_\_\_ » \_\_\_\_\_ 202\_\_ **Location:** \_\_\_\_\_

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of the Date above, by and between the following Parties:

**Party 1:** [Company Name or Full Name], represented by [Title and Full Name], acting on the basis of [Articles of Association / Power of Attorney], and

**Party 2:** [Company Name or Full Name], represented by [Title and Full Name], acting on the basis of [Articles of Association / Power of Attorney].

## 1. Purpose

The Parties intend to engage in discussions and evaluate a potential business relationship or project description: [Specify project name or cooperation purpose] (the "Purpose"). In connection with this Purpose, either Party may disclose proprietary or confidential information to the other Party.

## 2. Definition of Confidential Information

"Confidential Information" shall mean any information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, source code, software, markets, customer lists, finances, or marketing strategies, disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") either directly or indirectly, in writing, orally, or by inspection of tangible objects.

## 3. Obligations of the Receiving Party

The Receiving Party agrees to maintain the strict confidentiality of the Confidential Information and to prevent its unauthorized disclosure to any third party. The Receiving Party shall use the Confidential Information solely for the execution of the defined Purpose.

The Receiving Party shall restrict access to Confidential Information to those of its employees, advisors, or contractors who strictly need to know such information for the Purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.

## 4. Term and Survival

This Agreement shall enter into force upon its execution by both Parties and shall remain valid for a period of [Specify term, e.g., 3 (three)] years. The obligations of confidentiality and non-use with respect to the Confidential Information disclosed under this Agreement shall survive the termination or expiration of this Agreement.

## 5. Remedies and Liability

In the event of a breach of any provision of this Agreement, the breaching Party shall indemnify the non-breaching Party for all direct damages resulting from such breach, and shall pay a contractual penalty of [Specify amount, if applicable] per verified incident of unauthorized disclosure.

### FOR PARTY 1:

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

\_\_\_\_\_  
Signature / Printed Name

\_\_\_\_\_  
Date Signed

### FOR PARTY 2:

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

\_\_\_\_\_  
Signature / Printed Name

\_\_\_\_\_  
Date Signed

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