

Mutual Non-Disclosure Agreement (NDA) Template

A standard mutual NDA template you can use for investor conversations, partnership discussions, and business development talks.

This template is provided for general informational purposes only and does not constitute legal advice. Have a lawyer review it before signing.

1. Parties

This Non-Disclosure Agreement ("Agreement") is entered into on **[DATE]**, by and between:

[COMPANY A NAME], located at **[ADDRESS]** ("Party A"),

and **[COMPANY B NAME]**, located at **[ADDRESS]** ("Party B"). Party A and Party B are collectively referred to as the "Parties."

2. Purpose

The Parties wish to exchange information in connection with **[PURPOSE — e.g. "a potential investment discussion", "a partnership evaluation"]**. The purpose of this Agreement is to protect the confidential information shared during this process.

3. Definition of Confidential Information

"Confidential Information" means any information disclosed in writing, verbally, electronically, or in any other form, including trade secrets, financial data, business plans, customer lists, technical documentation, source code, product roadmaps, and any information marked as confidential or that would reasonably be understood to be confidential.

Confidential Information does not include:

- Information that is publicly available at the time of disclosure
- Information the receiving party already independently possesses
- Information lawfully obtained from a third party without a duty of confidentiality
- Information required to be disclosed by law or a court/government order

4. Obligations of the Parties

Each Party agrees to:

- Use Confidential Information solely for the purpose set out in this Agreement;
- Protect Confidential Information with at least the same degree of care used to protect its own confidential information;
- Not disclose Confidential Information to third parties without prior written consent;
- Limit access to Confidential Information to employees/advisors on a need-to-know basis, and bind them to the same confidentiality obligations.

5. Term

This Agreement shall remain in effect for **[TERM — e.g. 2 (two) years]** from the date of signing. The confidentiality obligations shall survive termination for an additional **[SURVIVAL PERIOD — e.g. 3 (three) years]**.

6. Return or Destruction

Upon request by either Party, the other Party shall return or destroy all documents containing Confidential Information and confirm this in writing.

7. Intellectual Property

Nothing in this Agreement grants either Party any license or right to the other Party's intellectual property.

8. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of **[COUNTRY/STATE]**; disputes shall be resolved in the courts of **[CITY]**.

9. Signatures

Party A	Party B
Name / Title: [.....]	Name / Title: [.....]
Signature: _____	Signature: _____
Date: [.....]	Date: [.....]

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