

# MUTUAL NON-DISCLOSURE AGREEMENT

Acme Corp | Northwind Traders · Governing law: United States

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## 1. Confidential Information

"Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, in writing, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure, including business plans, financial information, customer lists, product roadmaps, and technical data.

## 2. Obligations of the Receiving Party

The Receiving Party shall hold the Confidential Information in strict confidence, shall not disclose it to any third party without the prior written consent of the Disclosing Party, and shall use it solely to evaluate and pursue a potential business relationship between the parties. The Receiving Party shall protect the Confidential Information using at least the same degree of care it uses for its own confidential information, and in no event less than a reasonable degree of care.

## 3. Term and Survival

This Agreement shall remain in effect for two (2) years from the Effective Date. The Receiving Party's obligations of confidentiality shall survive termination and continue for a period of five (5) years following the date of disclosure of each item of Confidential Information.

## 4. Permitted Disclosures

The obligations herein shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is independently developed without use of the Confidential Information; or (d) is required to be disclosed by law or court order, provided the Receiving Party gives prompt notice and reasonable cooperation to the Disclosing Party.

## 5. Residuals

Notwithstanding anything to the contrary, either party may use for any purpose the Residuals resulting from access to the other party's Confidential Information. "Residuals" means information retained in the unaided memory of persons who have had access to the Confidential Information. This Agreement shall not restrict the Receiving Party from using general knowledge, skills, and experience retained in such persons' memory.

## 6. Return or Destruction of Materials

Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, except that the Receiving Party may retain one archival copy solely for legal-compliance purposes.

## 7. Remedies

The parties agree that monetary damages may be insufficient to remedy a breach of this Agreement and that the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware,

without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware.