

SAMPLE TEMPLATE

Sample Mutual Non-Disclosure Agreement

Fill in the fields, save a copy, and obtain legal review before use.

Effective Date

Other Party

Notice Email

This Mutual Non-Disclosure Agreement (the Agreement) is effective as of the Effective Date entered below and is between Bond Professional Ventures LLC, a Florida limited liability company (BPV), and the other party identified below. Each may disclose Confidential Information to the other in connection with evaluating or performing a potential business relationship (the Purpose).

Confidential Information

Confidential Information means nonpublic business, financial, technical, marketing, client, customer, personnel, strategic, operational, creative, or other information disclosed in any form that is marked confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. It includes notes, analyses, summaries, and materials derived from that information.

Exclusions

Confidential Information does not include information the receiving party can document: (a) was lawfully known without a duty of confidentiality before disclosure; (b) becomes public through no breach of this Agreement; (c) is received lawfully from a third party without a duty of confidentiality; or (d) is independently developed without use of the disclosing party's Confidential Information.

Permitted Use and Protection

The receiving party will use Confidential Information only for the Purpose, protect it using at least reasonable care, and disclose it only to employees, contractors, professional advisers, or financing sources who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as these terms. The receiving party remains responsible for breaches by those representatives.

Required Disclosure

If law, regulation, subpoena, or court order requires disclosure, the receiving party may disclose only the legally required portion and, when legally permitted, will give prompt notice so the disclosing party may seek a protective order or other remedy.

Return or Destruction

Upon written request, the receiving party will return or destroy Confidential Information, except for archival copies maintained automatically or as required by law or professional record-retention obligations. Any retained information remains subject to this Agreement.

Ownership; No License

Each party retains ownership of its Confidential Information. No intellectual-property license, transfer of ownership, commitment to proceed, warranty, partnership, agency, or exclusivity is created by disclosure or by this Agreement.

Term

This Agreement begins on the Effective Date and continues for two years. The confidentiality and use restrictions continue for three years after each disclosure; however, qualifying trade secrets will be protected for as long as they remain trade secrets under applicable law.

Remedies

The parties acknowledge that unauthorized use or disclosure may cause harm for which monetary damages may be inadequate. The injured party may seek appropriate injunctive or equitable relief in addition to other available remedies, subject to applicable law.

No Warranty

Confidential Information is provided as-is for evaluation. Neither party makes a representation or warranty as to its completeness or accuracy, except as expressly stated in a later written agreement.

General

Florida law governs this Agreement without regard to conflict-of-law principles. The state and federal courts located in Collier County, Florida will have exclusive jurisdiction, unless the parties later agree otherwise in writing. This Agreement is the entire agreement on confidentiality for the Purpose and may be amended only in a writing signed by both parties. Electronic signatures and counterparts are effective. If any provision is unenforceable, it will be modified only to the minimum extent necessary and the remaining provisions will continue.

Signatures

Each signer represents that they are authorized to bind the identified party.

BPV signer name

Other-party signer name

BPV signer title

Other-party signer title

BPV signature date

Other-party signature date

Electronic signature platforms may be used instead of typing names into these fields.

Before sending this agreement

1. Replace all fields and confirm the parties' exact legal names.
2. Confirm the governing law, venue, term, and Purpose fit the engagement.
3. Keep the fully signed copy with the project record.
4. Have a qualified attorney review the final form for your circumstances.