

MUTUAL NON-DISCLOSURE AGREEMENT

This is a fictional sample document for the Box Platform NDA risk summary tutorial. It is not a real agreement and is not legal advice.

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into as of the Effective Date by and between **Northwind Analytics, Inc.**, a Delaware corporation, and **Contoso Systems LLC**, a New York limited liability company (each a “party” and together the “parties”).

1. Purpose

The parties wish to explore a potential business relationship (the “Purpose”) and, in connection with the Purpose, each party may disclose to the other certain confidential and proprietary information. This Agreement governs the disclosure and protection of that information.

2. 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 data, and technical materials.

3. Term

This Agreement takes effect on the Effective Date and remains in force for a period of two (2) years from the Effective Date, unless terminated earlier in accordance with Section 4.

4. Termination

Either party may terminate this Agreement at any time by providing thirty (30) days’ prior written notice to the other party. Termination does not relieve the Receiving Party of its confidentiality obligations under Section 5.

5. Confidentiality Obligations

The Receiving Party shall hold the Disclosing Party’s Confidential Information in strict confidence and shall not disclose it to any third party. The obligations of confidentiality set out in this Agreement survive termination and remain in effect for a period of three (3) years following the date of termination or expiration of this Agreement.

6. Limitation of Liability

In no event shall either party’s aggregate liability arising out of or related to this Agreement exceed the total fees paid by the parties under any related agreement during the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in this Section limits liability that cannot be limited under applicable law.

7. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior discussions. Any amendment must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Northwind Analytics, Inc. _____ Contoso Systems LLC
