

**THIS MUTUAL NON-DISCLOSURE AGREEMENT IS A SAMPLE PROVIDED FOR YOUR INFORMATION ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THIS AGREEMENT MIGHT NOT BE APPROPRIATE FOR YOUR REQUIREMENTS. [NEWAPPIDEA.COM](http://NEWAPPIDEA.COM) MAKES NO WARRANTY ABOUT THE SUITABILITY OF THIS SAMPLE AGREEMENT AND ACCEPTS NO LIABILITY ARISING OUT OF THE USE OF THIS AGREEMENT. PLEASE CONSULT YOUR LEGAL OR BUSINESS ADVISOR FOR FURTHER INFORMATION OR ADVICE.**

## Mutual Non-Disclosure Agreement

Each undersigned party (the "Receiving Party") understands and acknowledges that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the development of certain ideas which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

**1. Proprietary Information.** If Proprietary Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Proprietary Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Proprietary Information.

**2. Exclusions from Proprietary Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Proprietary Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Proprietary Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Proprietary Information immediately if Disclosing Party requests it in writing.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Proprietary Information in confidence shall remain in effect until the Proprietary Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from

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this Agreement, whichever occurs first.

**5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**9. Jurisdiction.** This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

\_\_\_\_\_  
*[Insert Company Name]*

\_\_\_\_\_  
*[Insert Company Name]*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_