



Template only. Have a qualified attorney review and set governing law and jurisdiction before use. Not legal advice.

# Mutual Non-Disclosure Agreement

Effective Date: \_\_\_\_\_ (“Effective Date”)

## PARTY A

Capstan Works LLC (or applicable entity name)

Address: \_\_\_\_\_  
 (“Capstan Works”)

## PARTY B

\_\_\_\_\_ (legal entity or individual name)

Address: \_\_\_\_\_  
 (“Prospective Client”)

Capstan Works and Prospective Client are each a “Party” and collectively the “Parties.”

## 1. Purpose

The Parties wish to explore a potential business relationship (the “Purpose”). In connection with that exploration, each Party may disclose to the other certain non-public, proprietary, or confidential information. This Agreement governs the treatment of such information.

## 2. Definition of Confidential Information

**2.1** “Confidential Information” means any information or data disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”), whether oral, written, electronic, visual, or otherwise, that (a) is designated as confidential or proprietary at the time of disclosure, or (b) is of a nature a reasonable person would understand to be confidential given the context.

**2.2** Confidential Information includes, without limitation: business plans and strategies, financial information, pricing, customer and prospect lists, product and service roadmaps, technical specifications, software, source code, trade secrets, marketing plans, employee information, and the existence and terms of this Agreement.

## 3. Obligations of the Receiving Party

**3.1 Protection.** The Receiving Party shall (a) hold the Confidential Information in strict confidence; (b) use it solely for the Purpose; (c) protect it with at least the same degree of care it uses for its own confidential information, and never less than reasonable care; (d) not copy or summarize it except as reasonably necessary; and (e) promptly notify the Disclosing Party of any unauthorized use or disclosure.

**3.2 Disclosure to Personnel.** The Receiving Party may disclose Confidential Information only to employees, contractors, advisors, and agents who have a bona fide need to know and are bound by confidentiality obligations at least as protective as these. The Receiving Party remains responsible for any breach by such persons.

## 4. Exclusions

The obligations in Section 3 do not apply to information the Receiving Party can demonstrate, through contemporaneous written records, (a) is or becomes public through no fault of the Receiving Party; (b) was

rightfully known without restriction before disclosure; (c) is independently developed without use of the Confidential Information; (d) is received from a third party with the right to disclose it; or (e) is required to be disclosed by law, provided the Receiving Party gives prompt notice, cooperates in seeking a protective order, and discloses only the minimum required.

## 5. Term and Survival

**5.1 Term.** This Agreement begins on the Effective Date and continues for **two (2) years**, unless terminated earlier by either Party on thirty (30) days' written notice.

**5.2 Survival.** The confidentiality obligations in Sections 3 and 6 survive termination for **three (3) years**, or longer where required to protect trade secrets under applicable law.

## 6. Return or Destruction

Upon the Disclosing Party's written request, or upon termination, the Receiving Party shall promptly, at the Disclosing Party's election, (a) return all tangible materials containing Confidential Information, or (b) destroy them and certify the destruction in writing. The Receiving Party may retain one archival copy solely as required by law or bona fide retention policies, subject to the ongoing obligations of this Agreement.

## 7. No License; No Warranty

**7.1 No License.** Nothing grants the Receiving Party any license or interest in the Disclosing Party's intellectual property. No license is granted by implication, estoppel, or otherwise.

**7.2 No Warranty.** All Confidential Information is provided "as is," with no representation or warranty as to accuracy, completeness, or fitness for any purpose.

**7.3 No Obligation.** This Agreement does not obligate either Party to enter any further agreement or proceed with any transaction.

## 8. Remedies; Injunctive Relief

Each Party acknowledges that any breach may cause irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, without posting a bond or proving actual damages, in addition to all other remedies at law or in equity.

## 9. Governing Law and Jurisdiction

**9.1 Governing Law.** This Agreement is governed by the laws of [STATE / JURISDICTION TO BE SET], without regard to conflict-of-laws principles.

**9.2 Jurisdiction.** Any dispute shall be subject to the exclusive jurisdiction of the state and federal courts located in [CITY, STATE TO BE SET], and each Party irrevocably consents to such jurisdiction and venue.

## 10. General Provisions

**10.1 Entire Agreement.** This Agreement is the entire agreement on its subject matter and supersedes all prior understandings.

**10.2 Amendment.** No amendment except by a writing signed by both Parties. **10.3 Waiver.** No failure or delay in exercising a right is a waiver of it. **10.4 Severability.** If any provision is unenforceable, the rest remain in effect.

**10.5 Counterparts.** May be executed in counterparts; electronic and digital signatures are valid and binding. **10.6 Notices.** In writing, by email with confirmation or overnight courier, to the addresses above.

**10.7 Assignment.** Neither Party may assign without the other's prior written consent; any purported assignment in violation is void. **10.8 No Publicity.** Neither Party shall use the other's name, logo, or trademarks publicly without

prior written consent.

### 11. Signatures

**CAPSTAN WORKS**

SIGNATURE

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NAME

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TITLE

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DATE

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EMAIL

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**PROSPECTIVE CLIENT**

SIGNATURE

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NAME

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TITLE

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DATE

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EMAIL

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