Non-Disclosure Agreement (Mutual) — State of Mississippi

State of Mississippi

NDA Type: Mutual

Effective Date: _____

Term Length: 2 Year(s)

Governing Law: Mississippi

PARTIES

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Party A: _____, an individual, of _____, reachable at _____ and _____.

Party B: _____, an individual, of _____, reachable at _____ and _____.

PURPOSE

The parties wish to explore, discuss, and/or engage in the following business purpose, which may require the disclosure of certain confidential and proprietary information (the "Purpose"): _____.

CONFIDENTIAL INFORMATION

"Confidential Information" means the following, disclosed by either party in connection with the Purpose: _____.

Without limiting the foregoing, Confidential Information specifically includes: _____.

Confidential Information does NOT include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party prior to disclosure, free of any confidentiality obligation; (c) is independently developed by the receiving party without use of the Confidential Information; or (d) is rightfully received from a third party without restriction.

OBLIGATIONS

Both parties may disclose Confidential Information to the other in connection with the Purpose. Each party, when receiving Confidential Information from the other, agrees to: (a) hold it in strict confidence; (b) use it solely for the Purpose; (c) not disclose it to any third party without prior written consent; and (d) protect it with at least the same degree of care used to protect its own confidential information, but no less

than reasonable care.

PERMITTED DISCLOSURES

Nothing in this Agreement prevents disclosure of Confidential Information to the extent required by law, regulation, or valid court order, provided the disclosing recipient gives prompt written notice to the other party (where legally permitted) so that a protective order or other remedy may be sought.

Nothing in this Agreement is intended to, or shall, prevent either party from reporting possible violations of law to any governmental agency, or from discussing wages, hours, or working conditions as protected under applicable federal or state law.

TERM AND SURVIVAL

This Agreement shall remain in effect for 2 year(s) from the Effective Date. The confidentiality obligations herein shall survive termination of this Agreement for an additional 2 year(s).

REMEDIES

A breach of this Agreement may cause irreparable harm for which monetary damages alone would be an inadequate remedy.

Accordingly, the non-breaching party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, without the need to post a bond.

GENERAL PROVISIONS

This Agreement shall be governed by the laws of the State of Mississippi, without regard to conflict of laws principles.

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior negotiations, understandings, or agreements.

Any modifications to this Agreement must be in writing and signed by both parties.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Neither party shall assign this Agreement without the prior written consent of the other party.

STATE-REQUIRED PROVISIONS

MISSISSIPPI TRADE SECRETS PROTECTION: GOVERNED BY STATE TRADE SECRETS LAW. PROPRIETARY BUSINESS INFORMATION AND CONFIDENTIAL TRADE SECRETS SHALL REMAIN PROTECTED AGAINST UNAUTHORIZED DISCLOSURE.

FEDERAL DEFEND TRADE SECRETS ACT NOTICE (18 U.S.C. § 1833(B)): AN INDIVIDUAL SHALL NOT BE HELD CRIMINALLY OR CIVILLY LIABLE UNDER ANY FEDERAL OR STATE TRADE SECRET LAW FOR THE DISCLOSURE OF A TRADE SECRET THAT IS MADE IN CONFIDENCE TO A GOVERNMENT OFFICIAL OR TO AN ATTORNEY SOLELY FOR REPORTING A SUSPECTED VIOLATION OF LAW.

SIGNATURES

Entity Name: _____

By: _____
Authorized Signatory Signature

Representative: Party A: _____

Title: _____

Date: _____

Entity Name: _____

By: _____
Authorized Signatory Signature

Representative: Party B: _____

Title: _____

Date: _____