

MUTUAL NON-DISCLOSURE AGREEMENT

Between: Hanover Square Partners

And: [COUNTERPARTY NAME]

1. PARTIES

This Mutual Non-Disclosure Agreement ("Agreement") is entered into on [DATE] between:

Party A: Hanover Square Partners, a [STATE/JURISDICTION] [ENTITY TYPE], with its principal place of business at [ADDRESS] ("Hanover Square Partners")

Party B: [COUNTERPARTY NAME], a [STATE/JURISDICTION] [ENTITY TYPE], with its principal place of business at [ADDRESS] ("Counterparty")

Each party may be referred to individually as a "Party" and collectively as the "Parties."

2. PURPOSE

The Parties wish to explore a potential business relationship, transaction, or collaboration (the "Purpose") and in connection therewith, each Party may disclose certain confidential and proprietary information to the other Party.

3. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all non-public, proprietary, or confidential information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or in any other form, including but not limited to:

- Financial information, business plans, and projections
 - Technical data, designs, processes, and know-how
 - Customer lists, supplier information, and business relationships
 - Marketing strategies and plans
 - Personnel information
 - Any other proprietary or confidential information marked as "Confidential" or that would reasonably be considered confidential
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4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

4.1 Non-Disclosure

Hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party.

4.2 Limited Use

Use Confidential Information solely for the Purpose and not for any other purpose without the prior written consent of the Disclosing Party.

4.3 Protection

Take reasonable precautions to protect Confidential Information, using at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care.

4.4 Limited Access

Limit access to Confidential Information to employees, agents, and advisors who have a legitimate need to know for the Purpose and who have been informed of the confidential nature of such information.

5. EXCEPTIONS

The obligations set forth in Section 4 shall not apply to information that:

- Is or becomes publicly available through no breach of this Agreement by the Receiving Party
 - Was known to the Receiving Party prior to disclosure, as evidenced by written records
 - Is independently developed by the Receiving Party without use of or reference to Confidential Information
 - Is received from a third party without restriction and without breach of any confidentiality obligation
 - Is required to be disclosed by law or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party
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6. RETURN OF MATERIALS

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, materials, and other tangible manifestations of Confidential Information and all copies thereof.

7. NO OBLIGATION TO DISCLOSE

Neither Party is under any obligation to disclose any Confidential Information to the other Party. Each Party reserves the right to reject any proposals made by the other Party and to terminate discussions at any time.

8. NO GRANT OF RIGHTS

No license or other rights to any patent, copyright, trademark, or other intellectual property right is granted or implied by this Agreement.

9. TERM

This Agreement shall commence on the date first written above and shall continue for a period of [TIME PERIOD, e.g., "three (3) years"] unless terminated earlier by either Party with thirty (30) days written notice.

10. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Therefore, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of [STATE/JURISDICTION], without regard to its conflict of laws principles.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

13. AMENDMENT

This Agreement may only be amended by a written instrument signed by both Parties.

14. SEVERABILITY

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

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SIGNATURES

HANOVER SQUARE PARTNERS

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____

[COUNTERPARTY NAME]

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____

This template is for informational purposes only and should be reviewed by qualified legal counsel before use. Legal requirements may vary by jurisdiction.