**MUTUAL NON-DISCLOSURE AGREEMENT**
*Prepared by and for Baby Blue IT & Consulting*

This Agreement has been made on [Date]

**BETWEEN**

1. **Baby Blue IT Consulting Ltd,** a company incorporated in England and Wales with company number [07087801] (hereinafter referred to as "Baby Blue").
2. **(Customer/Supplier Name),** a company incorporated in England and Wales with company number [company registration] (hereinafter referred to as "(Customer/Supplier Name").

(Each a "Party" and together the "Parties")

**WHEREAS:**

* The Parties wish to engage in discussions regarding a potential business relationship and/or collaboration (the "Purpose").
* In connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

**1. Definition of Confidential Information**

1.1 For the purpose of this Agreement, "Confidential Information" means all information, whether written, oral, or in any other form, that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and is marked or identified as confidential, or should reasonably be understood by the Receiving Party to be confidential due to the nature of the information and the circumstances of its disclosure.

1.2 Confidential Information includes, but is not limited to, business strategies, financial information, customer data, technical processes, designs, trade secrets, and any other proprietary information related to the Purpose.

**2. Obligations of the Receiving Party**

2.1 The Receiving Party shall:

* Keep the Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.
* Use the Confidential Information solely for the Purpose and not for any other purpose.
* Take all reasonable steps to protect the confidentiality of the Confidential Information, including using the same degree of care that the Receiving Party uses to protect its own confidential information, but in no event less than a reasonable degree of care.

2.2 The Receiving Party may disclose the Confidential Information to its employees, agents, or subcontractors who need to know such information for the Purpose, provided that the Receiving Party ensures that such persons are bound by obligations of confidentiality at least as restrictive as those contained in this Agreement.

**3. Exclusions from Confidential Information**

3.1 The obligations under this Agreement shall not apply to any information that:

* Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
* Is lawfully received from a third party without restriction on disclosure;
* Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
* Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party to seek an appropriate protective order.

**4. Ownership of Confidential Information**

4.1 All Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party. No license, right, or interest in any intellectual property or Confidential Information is granted to the Receiving Party by this Agreement, except for the limited right to use the Confidential Information for the Purpose.

**5. Term and Termination**

5.1 This Agreement shall commence on the date first above written and shall continue for a period of [12 (Twelve)] months, unless terminated earlier by either Party with thirty (30) days written notice to the other Party.

5.2 The obligations of confidentiality shall survive the termination or expiry of this Agreement for a period of [Three (3)] years.

**6. Return of Confidential Information**

6.1 Upon termination of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents and materials containing the Disclosing Party's Confidential Information, including all copies thereof, and provide written certification of such return or destruction.

**7. No Warranty**

7.1 All Confidential Information is provided "as is." The Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

**8. Limitation of Liability**

8.1 Neither Party shall be liable to the other for any damages, including but not limited to direct, indirect, incidental, special, or consequential damages, arising out of or in connection with this Agreement, even if advised of the possibility of such damages. The Parties agree that the sole remedy for any breach of this Agreement shall be equitable relief, such as an injunction or specific performance.

**9. Governing Law**

9.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**10. No Waiver**

10.1 No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or privilege.

**11. Non-Solicitation**

11.1 For the duration of this Agreement and for a period of [Twelve (12)] months thereafter, neither Party shall intentionally solicit, recruit, or hire any employee of the other Party with whom it had direct contact or about whom it became aware as a result of the activities conducted under this Agreement, without the prior written consent of the other Party.

11.2 Furthermore, for the duration of this Agreement and for a period of [Twelve (12)] months thereafter, neither Party shall intentionally solicit or attempt to solicit any customers of the other Party with whom they had direct contact or discussions as a result of the activities conducted under this Agreement, with the intent of providing competing services, without the prior written consent of the other Party.

**12. Entire Agreement**

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

**13. Amendments**

13.1 No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both Parties.

**14. Signatures**

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the date first above written.

**For and on behalf of Baby Blue IT Consulting Ltd:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Your Name]
Title: [Your Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of (Customer /Supplier Name):**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: [Recipient's Name]
Title: [Recipient's Title]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any issues please contact Baby Blue IT & Consulting Ltd on:

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