# Mutual Non-Disclosure Agreement (Florida)

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of [Date] by and between:

General Media Consulting Company, a Florida business with its principal office at [Address] (“Consultant”), and

[Client Name], with a principal address at [Address] (“Client”).

Consultant and Client may be referred to individually as a “Party” or collectively as the “Parties.”

## 1. Purpose

The Parties wish to engage in discussions and/or evaluations related to potential business opportunities, consulting projects, business ideas, patent considerations, trade secrets, or other proprietary matters (“Purpose”).

In connection with the Purpose, either Party may disclose certain confidential and proprietary information to the other.

## 2. Definition of Confidential Information

“Confidential Information” means all non-public information, whether oral, written, electronic, or otherwise recorded, that is disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) and that relates to:
- Business plans, strategies, or models
- Product or service ideas
- Patent or intellectual property considerations
- Financial data, marketing plans, customer lists, or supplier information
- Any other proprietary information marked or otherwise identified as confidential

Confidential Information does not include information that:
a. Is or becomes publicly available through no fault of the Receiving Party;
b. Is lawfully obtained from a third party without restriction;
c. Is independently developed without use of or reference to the Disclosing Party’s information; or
d. Is required to be disclosed by law, court order, or government regulation, provided the Receiving Party gives prompt written notice to the Disclosing Party to allow it to seek protective measures.

## 3. Obligations of the Receiving Party

The Receiving Party shall:
a. Hold all Confidential Information in strict confidence;
b. Use Confidential Information solely for the Purpose stated above;
c. Not disclose Confidential Information to any third party without prior written consent from the Disclosing Party;
d. Take reasonable measures to protect Confidential Information from unauthorized use or disclosure;
e. Return or destroy all Confidential Information upon written request or upon termination of discussions between the Parties.

## 4. Term

This Agreement shall commence on the Effective Date and remain in effect for three (3) years from the last date Confidential Information is disclosed, unless terminated earlier in writing by mutual agreement.

## 5. No License or Obligation

Nothing in this Agreement grants any license, ownership rights, or other interest in the Confidential Information. This Agreement does not obligate either Party to proceed with any business transaction or relationship.

## 6. Remedies

The Parties agree that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief in addition to other remedies available at law or in equity.

## 7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida.

## 8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, whether oral or written. Any amendment must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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

GENERAL MEDIA CONSULTING COMPANY

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

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

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

CLIENT

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

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

Title/Role: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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