## **Contract 2: Mutual Non-Disclosure Agreement (Moderate Risk)**

**This document has moderate risks and missing clauses for testing**

### **MUTUAL NON-DISCLOSURE AGREEMENT**

**Date:** February 1, 2025

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between:

**PARTY A:** InnovateTech Corporation 789 Research Boulevard Austin, TX 78701

**PARTY B:** FutureSystems International 321 Development Way Seattle, WA 98101

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

### **RECITALS**

WHEREAS, the Parties wish to explore a potential business relationship concerning the development of artificial intelligence solutions;

WHEREAS, in connection with such discussions, each Party may disclose certain confidential and proprietary information to the other Party;

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

### **1. DEFINITION OF CONFIDENTIAL INFORMATION**

1.1 "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

1.2 Confidential Information includes, but is not limited to:

* Business plans and strategies
* Financial information
* Customer and supplier lists
* Technical data and specifications
* Software and algorithms
* Trade secrets and know-how
* Marketing plans
* Any other information marked "Confidential"

### **2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

2.1 Confidential Information does not include information that:

a) Was known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records;

b) Is or becomes publicly available through no breach of this Agreement by the Receiving Party;

c) Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation;

d) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

### **3. OBLIGATIONS OF RECEIVING PARTY**

3.1 **Protection of Confidential Information.** The Receiving Party shall:

a) Hold the Confidential Information in strict confidence;

b) Use the Confidential Information solely for the purpose of evaluating the potential business relationship between the Parties;

c) Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;

d) Limit access to Confidential Information to employees and consultants who have a legitimate need to know and who have been informed of the confidential nature of such information.

3.2 **Standard of Care.** The Receiving Party shall protect the Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature.

3.3 **Copies and Reproductions.** The Receiving Party shall not copy or reproduce any Confidential Information except as necessary for the Purpose.

### **4. PERMITTED DISCLOSURES**

4.1 The Receiving Party may disclose Confidential Information if required by law, court order, or governmental authority, provided that the Receiving Party:

a) Promptly notifies the Disclosing Party of such requirement;

b) Cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy;

c) Discloses only the minimum information required.

### **5. OWNERSHIP AND RETURN OF MATERIALS**

5.1 All Confidential Information remains the property of the Disclosing Party.

5.2 Upon request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall:

a) Return all Confidential Information in tangible form;

b) Destroy all copies, notes, and derivative materials;

c) Provide written certification of such destruction.

5.3 The Receiving Party may retain one copy of Confidential Information for legal archival purposes, subject to the ongoing confidentiality obligations.

### **6. NO RIGHTS GRANTED**

6.1 Nothing in this Agreement grants the Receiving Party any rights or licenses to the Confidential Information, except as expressly set forth herein.

6.2 No patent, copyright, trademark, or other intellectual property rights are granted by this Agreement.

### **7. NO OBLIGATION TO DISCLOSE**

7.1 Neither Party is obligated to disclose any Confidential Information to the other Party.

7.2 Each Party retains the right to determine what information, if any, it wishes to disclose.

### **8. TERM AND TERMINATION**

8.1 **Term.** This Agreement shall commence on the date first written above and continue for a period of two years.

8.2 **Survival.** The obligations of confidentiality shall survive termination of this Agreement and continue for a period of three years from the date of disclosure of the Confidential Information.

8.3 **Termination.** Either Party may terminate this Agreement upon 30 days' written notice to the other Party.

### **9. REMEDIES**

9.1 The Parties acknowledge that monetary damages may be insufficient to compensate for breach of this Agreement and that 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.

9.2 The Receiving Party shall be liable for any breach of this Agreement by its employees, consultants, or agents.

### **10. GENERAL PROVISIONS**

10.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

10.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

10.3 **Amendment.** This Agreement may be amended only by written instrument signed by both Parties.

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

10.5 **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced.

10.6 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party.

10.7 **Notices.** All notices under this Agreement shall be in writing and delivered by email or certified mail to the addresses set forth above.

10.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**PARTY A:** InnovateTech Corporation

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: David Martinez Title: Chief Technology Officer Date: February 1, 2025

**PARTY B:** FutureSystems International

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Emily Chen Title: Director of Business Development Date: February 1, 2025