

# MUTUAL NON-DISCLOSURE AGREEMENT

**THIS MUTUAL NON-DISCLOSURE AGREEMENT** (“Agreement”) is made effective as of [DATE] (the “Effective Date”), by and between **Chris Cooper d/b/a Null State**, having a principal place of business in Texas (“Operator”), and [CLIENT COMPANY NAME] (“Client”).

Operator and Client may each act as a Disclosing Party and a Receiving Party under this Agreement.

**1. PURPOSE** The parties wish to explore a business opportunity regarding technical assessment, system rescue, and development services (the “Purpose”). In connection with this Purpose, each party may disclose to the other certain Confidential Information.

**2. DEFINITION OF CONFIDENTIAL INFORMATION** “Confidential Information” means any information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”), whether orally, visually, electronically, or in writing, including but not limited to: **(a) Client Data:** Source code, repositories, software, business plans, customer lists, financial data, credentials, and internal documentation. **(b) Operator Data:** Proprietary diagnostic methodologies, architectural blueprints, scripts, templates, pricing models, workflows, and “Operator Doctrine” materials.

**3. OBLIGATIONS** The Receiving Party agrees: (a) to hold Confidential Information in strict confidence and to take reasonable precautions to protect such information; (b) not to disclose Confidential Information to any third party, except to employees or contractors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein; and (c) not to use Confidential Information for any purpose other than carrying out the Purpose.

**4. EXCLUSIONS** Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was lawfully known to the Receiving Party prior to disclosure; or (c) is independently developed by the Receiving Party without reference to or use of the Confidential Information.

**5. TERM & SURVIVAL** The obligations of confidentiality under this Agreement shall survive for a period of two (2) years from the date of disclosure. Notwithstanding the foregoing, any Confidential Information that constitutes a trade secret shall be protected for so long as it remains a trade secret under applicable law.

**6. COMPELLED DISCLOSURE** If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it may do so provided that it gives prompt written

notice to the Disclosing Party and cooperates, at the Disclosing Party's expense, in seeking confidential or protective treatment of such information.

**7. RETURN OR DESTRUCTION** Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies or derivatives thereof.

**8. NO LICENSE** Nothing in this Agreement grants either party any license, ownership, or other rights in or to the other party's Confidential Information, except as expressly stated herein.

**9. GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written above.

**OPERATOR: Chris Cooper d/b/a Null State**

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

Printed Name: **Chris Cooper**

Title: **Owner / Operator**

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

**CLIENT: [CLIENT COMPANY NAME]**

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

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

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

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