

## # MUTUAL NON-DISCLOSURE AGREEMENT

**\*\*Effective Date\*\*:** January 20, 2026

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

**\*\*Party A\*\*:** Acme Technologies, Inc., a Delaware corporation

**\*\*Party B\*\*:** Beta Innovations LLC, a California limited liability company

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

## ## RECITALS

WHEREAS, the Parties wish to explore a potential business relationship involving the exchange of certain confidential and proprietary information;

WHEREAS, each Party may disclose Confidential Information to the other Party in connection with such discussions.

## ## 1. DEFINITION OF CONFIDENTIAL INFORMATION

**\*\*1.1\*\*** "Confidential Information" means any non-public information, technical data, or know-how disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether in written, oral, electronic, or other form, that is either marked as confidential or, given the nature of the information or circumstances of disclosure, would reasonably be understood to be confidential.

**\*\*1.2\*\*** Confidential Information includes, but is not limited to:

- Technical specifications and product designs
- Business plans and financial information
- Customer and supplier lists
- Marketing strategies and pricing information
- Trade secrets and proprietary methodologies

## ## 2. EXCLUSIONS

Confidential Information does not include information that:

(a) Was publicly available at the time of disclosure, or becomes publicly available through no fault of the Receiving Party;

(b) Was rightfully in the Receiving Party's possession prior to disclosure, as evidenced by written records;

(c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;

(d) Is rightfully obtained by the Receiving Party from a third party without restriction on disclosure;

(e) Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party and cooperates in seeking a protective order.

### ## 3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

(a) Hold all Confidential Information in strict confidence using the same degree of care used to protect its own confidential information, but in no event less than reasonable care;

(b) Use Confidential Information solely for the purpose of evaluating and pursuing the potential business relationship;

(c) Limit disclosure of Confidential Information to employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as protective as those contained herein;

(d) Not reverse engineer, disassemble, or decompile any products or samples provided by the Disclosing Party.

### ## 4. TERM AND SURVIVAL

**\*\*4.1 Term\*\*:** This Agreement shall remain in effect for a period of two (2) years from the Effective Date, unless earlier terminated by either Party upon thirty (30) days written notice.

**\*\*4.2 Survival\*\*:** The confidentiality obligations under this Agreement shall survive termination for a period of three (3) years from the date of disclosure of the relevant Confidential Information.

### ## 5. RETURN OF INFORMATION

Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly:

(a) Return or destroy all Confidential Information and any copies thereof; and

(b) Upon request, certify in writing that it has complied with this obligation.

Notwithstanding the foregoing, the Receiving Party may retain one copy of Confidential Information in its legal files solely for purposes of

compliance and enforcement of this Agreement.

## ## 6. NO RIGHTS GRANTED

Nothing in this Agreement shall be construed as granting any license or rights under any patent, copyright, trademark, or other intellectual property right, whether by implication, estoppel, or otherwise.

## ## 7. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONFIDENTIAL INFORMATION.

## ## 8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED \$100,000.

## ## 9. REMEDIES

Each Party acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, either Party may seek equitable relief, including injunction and specific performance, in addition to all other available remedies.

## ## 10. GOVERNING LAW AND DISPUTE RESOLUTION

**\*\*10.1 Governing Law\*\*:** This Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of law principles.

**\*\*10.2 Dispute Resolution\*\*:** Any dispute arising under this Agreement shall first be subject to good faith negotiation. If not resolved within thirty (30) days, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## ## 11. GENERAL PROVISIONS

**\*\*11.1 Entire Agreement\*\*:** This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements.

**\*\*11.2 Amendment\*\*:** This Agreement may only be amended by written agreement signed by both Parties.

**\*\*11.3 Assignment\*\***: Neither Party may assign this Agreement without the prior written consent of the other Party.

**\*\*11.4 Severability\*\***: If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

**\*\*11.5 Waiver\*\***: No waiver of any breach shall constitute a waiver of any subsequent breach.

**\*\*11.6 Notices\*\***: All notices shall be in writing and delivered to the addresses set forth below.

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**\*\*PARTY A\*\***: Acme Technologies, Inc.

Address: 123 Tech Boulevard, San Francisco, CA 94105

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**\*\*PARTY B\*\***: Beta Innovations LLC

Address: 456 Innovation Way, Austin, TX 78701

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_