

MUTUAL NON-DISCLOSURE AGREEMENT

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

Disclosing Party: giftsfor LLC (Little Hero)

Receiving Party: _____

Each referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The Parties wish to explore a potential business relationship related to the development of the Little Hero MVP, during which each may disclose certain confidential and proprietary information to the other. This Agreement is intended to protect such disclosures.

2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary information disclosed by either Party, directly or indirectly, whether in writing, orally, or by other means, including but not limited to:

- Business plans, product ideas, PRDs, designs, mockups, source code, technical specifications
- User data or research
- Financials, pricing, internal processes, or company strategies

3. Obligations of Receiving Party

Each Party agrees to:

- Maintain the confidentiality of all Confidential Information using at least the same degree of care used to protect its own confidential information, but no less than a reasonable

standard of care.

- Not disclose Confidential Information to any third party without prior written consent.
 - Use Confidential Information solely for the purpose of evaluating or working on the potential or ongoing business relationship.
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4. Exclusions

Confidential Information does not include information that:

- Was publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party;
 - Was known to the Receiving Party before disclosure without restriction;
 - Is independently developed by the Receiving Party without reference to the Confidential Information;
 - Is disclosed with prior written permission of the Disclosing Party.
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5. Term

This Agreement shall remain in effect for a period of **two (2) years** from the Effective Date. All obligations of confidentiality survive termination of discussions or business engagement.

6. No License

This Agreement does not grant any license or ownership rights under any patent, copyright, trademark, or other intellectual property right.

7. Return or Destruction

Upon request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

8. No Obligation to Proceed

Neither Party is obligated to enter into any further agreement or proceed with any business relationship.

9. Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles.

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

Giftsfor LLC

By: _____

Name: _____

Title: _____

Date: _____

Contractor

Name: _____

Signature: _____

Date: _____