

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of September 19, 2025 (the "Effective Date"), by and between the undersigned parties (individually, a "Party" and collectively, the "Parties").

1. Purpose

The Parties wish to enter into discussions regarding a potential business relationship and, in connection with such discussions, each Party may disclose to the other certain confidential, proprietary, and trade secret information. This Agreement is intended to protect the confidentiality of such information.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all information disclosed by either Party to the other, whether written, oral, electronic, visual, or in any other form, including but not limited to:

- technical data, product designs, prototypes, software, source code, and inventions,
- business and financial information, forecasts, marketing strategies, pricing, and customer data,
- any other information a reasonable person would understand to be confidential under the circumstances of disclosure.

Confidential Information shall not include information that:

- (a) is or becomes generally available to the public through no fault of the Receiving Party;
- (b) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure;
- (c) was lawfully in the Receiving Party's possession prior to disclosure;
- (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (e) is required to be disclosed pursuant to applicable law, regulation, or court order, provided that the Receiving Party gives prompt written notice and cooperates in any effort to obtain a protective order.

3. Non-Disclosure and Use Obligations

The Receiving Party shall:

- (a) maintain the Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care;
- (b) not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party, except to employees, contractors, or advisors who have a need to know and are bound by obligations of confidentiality no less restrictive than those in this Agreement;

(c) not use the Confidential Information for any purpose other than the Purpose stated herein.

4. Ownership of Information

All Confidential Information remains the sole property of the Disclosing Party. No license, intellectual property right, or other rights are granted by disclosure of Confidential Information under this Agreement.

5. Term and Survival

This Agreement shall remain in effect for a period of two (2) years from the Effective Date, unless earlier terminated in writing by either Party. The confidentiality obligations herein shall survive termination of this Agreement for an additional five (5) years.

6. Remedies

Each Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunctions, in addition to any other remedies available at law or in equity.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to conflict of law principles. The Parties consent to the exclusive jurisdiction of the courts located in such State for any disputes arising under this Agreement.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements. Any amendments must be in writing and signed by both Parties.

9. Counterparts and Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

Authorized Signatory

Name: _____

Title: _____

Date: _____

Authorized Signatory

Name: _____

Title: _____

Date: _____