MUTUAL NON-DISCLOSURE AGREEMENT

Between: TechStart Solutions LLC ("Company")

Address: 1234 Innovation Drive, Austin, TX 78701

Email: legal@techstartsolutions.com

And: DataFlow Enterprises Inc. ("Recipient")

Address: 5678 Business Plaza, Suite 200, Denver, CO 80202

Email: contracts@dataflowent.com

Effective Date: March 15, 2025

Agreement ID: NDA-2025-0315-001

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1. PURPOSE

The parties wish to explore a potential business relationship regarding the development of an AI-powered customer analytics platform (the "Purpose"). In connection with this Purpose, each party may disclose certain confidential and proprietary information to the other party.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include:

a) All technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed by either party.

b) Any information marked, designated, or otherwise identified as "confidential" at the time of disclosure.

c) Information that would reasonably be considered confidential given the nature of the information and circumstances of disclosure.

POTENTIAL ISSUE: The definition is overly broad and could include publicly available information.

3. OBLIGATIONS

Each party agrees to:

a) Hold and maintain the Confidential Information in strict confidence b) Not disclose Confidential Information to third parties without prior written consent c) Use Confidential Information solely for the Purpose stated above d) Limit access to employees and advisors who have a legitimate need to know e) **Return or destroy** all Confidential Information within **30 days** of written request

4. EXCEPTIONS

The obligations above shall not apply to information that:

a) Is or becomes publicly available through no breach of this Agreement
b) Was rightfully known prior to disclosure
c) Is rightfully received from a third party without breach of confidentiality
d) Is independently developed without use of Confidential Information

5. TERM AND TERMINATION

This Agreement shall remain in effect for a period of **3 years** from the Effective Date, unless terminated earlier by either party with **30 days written notice**.

UNUSUAL CLAUSE: The confidentiality obligations shall survive termination and continue for an additional **10 years** after the termination of this Agreement.

6. REMEDIES

The parties acknowledge that any breach of this Agreement would cause irreparable harm for which monetary damages would be inadequate. Therefore, the non-breaching party shall be entitled to seek **injunctive relief** and other equitable remedies, in addition to all other available remedies at law or equity.

HIGH-RISK PROVISION: The liquidated damages clause states that any breach will result in automatic damages of **$500,000** regardless of actual harm caused.

7. 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. Any disputes arising under this Agreement shall be resolved exclusively in the federal and state courts located in **Travis County, Texas**.

8. MISCELLANEOUS

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties
- **Amendment:** This Agreement may only be amended in writing signed by both parties
- **Severability:** If any provision is deemed unenforceable, the remainder shall remain in effect
- **Assignment:** Neither party may assign this Agreement without written consent

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COMPANY:

TechStart Solutions LLC

By: _____

Name: Sarah Mitchell

Title: Chief Executive Officer

Date: March 15, 2025

RECIPIENT:

DataFlow Enterprises Inc.

By: _____

Name: Michael Rodriguez

Title: Chief Technology Officer

Date: March 16, 2025

CONTRACT SUMMARY NOTES

Key Financial Terms:

- Liquidated damages: $500,000

- No monetary consideration exchanged

Critical Dates:

- Effective Date: March 15, 2025

- Term: 3 years (expires March 15, 2028)

- Survival period: 10 years post-termination

- Notice period: 30 days

Governing Law: Texas state law, Travis County jurisdiction

Potential Red Flags:

1. Overly broad definition of confidential information

2. Excessive liquidated damages clause ($500,000)

3. Unusually long survival period (10 years)

4. No mutual consideration or reciprocity issues

Parties' Key Details:

- Company: TechStart Solutions LLC (Austin, TX)

- Recipient: DataFlow Enterprises Inc. (Denver, CO)

- Purpose: AI-powered customer analytics platform development