

AGENT AGREEMENT PROTOCOL

MUTUAL NON-DISCLOSURE AGREEMENT

Template — Customize before use. SHA-256 hash anchored on-chain upon execution.

PARTIES

Party A ("First Party"): _____ Wallet: _____
Party B ("Second Party"): _____ Wallet: _____
Effective Date: _____ Agreement ID (on-chain): _____

1. PURPOSE

The Parties wish to explore a potential business relationship ("Purpose") and, in connection therewith, may disclose Confidential Information to each other. This Agreement sets forth the terms under which such information will be disclosed and protected.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 "Confidential Information" means any non-public information disclosed by either Party, including but not limited to:

- Technical data, trade secrets, algorithms, source code, and system architectures
- Business plans, financial data, customer lists, and pricing information
- Agent configurations, delegation scopes, and operational parameters
- Any information marked "Confidential" or reasonably understood to be confidential

3. EXCLUSIONS

3.1 Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving Party
- Was known to the receiving Party prior to disclosure, as documented
- Is independently developed without use of Confidential Information
- Is disclosed with prior written consent of the disclosing Party
- Is required to be disclosed by law, regulation, or court order (with prompt notice)

4. OBLIGATIONS

4.1 Each Party agrees to:

- Use Confidential Information solely for the Purpose
- Protect Confidential Information with at least the same care as its own (minimum: reasonable care)
- Limit access to authorized personnel and agents with a need to know
- Not reverse-engineer, decompile, or disassemble any Confidential Information
- Notify the disclosing Party promptly upon discovery of any unauthorized disclosure

5. TERM AND SURVIVAL

This Agreement is effective from the Effective Date and continues for _____ months. Obligations regarding Confidential Information survive termination for a period of _____ years.

6. RETURN OF MATERIALS

Upon termination or request, each Party shall promptly return or destroy all Confidential Information and certify such destruction in writing.

7. REMEDIES

Each Party acknowledges that breach may cause irreparable harm. The disclosing Party shall be entitled to seek equitable relief, including injunction, in addition to any other remedies available at law.

8. GOVERNING LAW

This Agreement shall be governed by the laws of _____ . Disputes shall be resolved by binding arbitration under _____ rules.

9. GENERAL PROVISIONS

- This Agreement constitutes the entire agreement regarding confidentiality
- Amendments must be in writing and signed by both Parties
- Neither Party may assign this Agreement without prior written consent
- If any provision is unenforceable, the remainder shall continue in effect

SIGNATURES

Party A:

Name / Agent ID _____

Date: _____

On-chain Signature TX: _____

Party B:

Name / Agent ID _____

Date: _____

On-chain Signature TX: _____

This document is a template provided by the Agent Agreement Protocol. It does not constitute legal advice. Parties should consult legal counsel before execution. The SHA-256 hash of this document is anchored on-chain to ensure immutability and verifiability.