

# MUTUAL NON-DISCLOSURE AGREEMENT

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

**Atlas IP Holdings LLC**, an Indiana limited liability company (“Atlas”), and

**[Counterparty Legal Name]**, a **[State/Country]** **[individual/LLC/corp]** (“Counterparty”).

Atlas and Counterparty are each a “Party” and together the “Parties.”

## 1. Purpose

The Parties wish to evaluate a potential business relationship involving intellectual property, licensing, monetization, or related services (the “Purpose”). In connection with the Purpose, either Party may disclose Confidential Information (defined below).

## 2. Definitions

2.1 **“Confidential Information”** means any non-public information disclosed by a Party (“Discloser”) to the other Party (“Recipient”), whether oral, written, electronic, or other form, including: IP details, invention disclosures, patent strategies, code, designs, business plans, pricing, contacts, deal terms, customer lists, and financial information. Confidential Information includes information disclosed before or after the Effective Date relating to the Purpose. Oral disclosures are Confidential Information if identified as confidential at the time of disclosure and, upon request, reasonably summarized in writing within thirty (30) days.

2.2 **“Affiliate”** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. “Control” means beneficial ownership of more than 50% of voting power/equity interests, or the power to direct management or policies.

### 3. Exclusions

Confidential Information does not include information that Recipient can demonstrate:

- (a) is or becomes public through no breach of this Agreement;
- (b) was known to Recipient prior to disclosure by Discloser;
- (c) is received from a third party without restriction; or
- (d) is independently developed by Recipient without use of Discloser's Confidential Information.

### 4. Obligations

Recipient will:

- (a) use Confidential Information solely for the Purpose;
- (b) protect it using at least the same degree of care used to protect its own similar confidential information (and no less than reasonable care); and
- (c) not disclose it to any third party except as permitted below.

### 5. Permitted Disclosures

Recipient may disclose Confidential Information to its employees, officers, contractors, Affiliates, attorneys, accountants, and advisors who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement.

Recipient may also disclose Confidential Information if required by law, court order, or government request, provided Recipient (i) gives Discloser prompt notice (if legally permitted), (ii) reasonably cooperates to seek confidential treatment, and (iii) discloses only the **minimum** Confidential Information required to comply.

### 6. No License / Ownership

All Confidential Information remains the property of Discloser. No license or other rights are granted by disclosure except the limited right to use Confidential Information for the Purpose.

## 7. No Reverse Engineering

Recipient will not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, underlying structure, or trade secrets from any prototypes, software, object code, designs, or tangible embodiments provided as Confidential Information, except to the extent expressly permitted in writing by Discloser or permitted by non-waivable applicable law.

## 8. Term

This Agreement begins on the Effective Date and remains in effect for **2 years**. Confidentiality obligations survive for **5 years** after the date of each disclosure; trade secret obligations survive as long as the information remains a trade secret under applicable law.

## 9. Return / Destruction

Upon written request, Recipient will promptly return or destroy Discloser's Confidential Information (including copies), except that Recipient may retain (i) one archival copy solely for legal/compliance purposes and (ii) copies stored in routine backup systems, provided such retained copies remain subject to this Agreement and are not accessed except as required for restoration, legal/compliance, or security incident response purposes.

## 10. No Guarantee / No Obligation

Nothing in this Agreement requires either Party to proceed with any transaction. All discussions are non-binding unless a definitive written agreement is executed.

## 11. Remedies

Recipient acknowledges that unauthorized disclosure may cause irreparable harm. Discloser is entitled to seek injunctive relief in addition to any other remedies available at law.

## 12. Governing Law; Venue

This Agreement is governed by Indiana law. Exclusive venue for disputes is state or federal court located in Marion County, Indiana.

## 13. Entire Agreement

This Agreement is the entire agreement between the Parties regarding confidentiality for the Purpose and may be amended only in a writing signed by both Parties.

## 14. Optional Clauses (check to include)

**14.1 Non-Solicitation (Optional):** ☐ Include ☐ Exclude

If included: During the Term and for 12 months thereafter, neither Party will knowingly solicit for employment any employee or contractor of the other Party that it learns of through the Purpose, except via general advertisements not targeted at such individuals.

**14.2 Residual Knowledge (Optional):** ☐ Include ☐ Exclude

If included: Nothing in this Agreement restricts Recipient's use of information retained in unaided memory by its personnel who had access to Confidential Information, provided Recipient does not intentionally memorize Confidential Information to circumvent this Agreement and does not disclose or use Discloser's trade secrets or proprietary source code. Residual knowledge does not include use of written materials, files, recordings, screenshots, or notes containing Confidential Information.

### ATLAS IP HOLDINGS LLC

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

### COUNTERPARTY: [Legal Name]

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**COUNTERPARTY: [Legal Name]**

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

Email: \_\_\_\_\_ Address: \_\_\_\_\_