

MUTUAL NON-DISCLOSURE AGREEMENT

Jurisphere Legal | Template — For Legal Review Before Use

This Mutual Non-Disclosure Agreement (this "*Agreement*") is entered into between [Company], a Delaware corporation ("*Company*"), and the counterparty identified on the signature page ("*Counterparty*"), as of _____, 20__ (the "*Effective Date*"). Company and Counterparty are each a "*Party*" and, together, the "*Parties*." The Parties intend to exchange certain confidential and proprietary information solely to evaluate or pursue a potential business relationship between them (the "*Permitted Purpose*").

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means the power to direct management through ownership of more than 50% of outstanding voting securities or otherwise.

"Confidential Information" means all non-public information disclosed by one Party (the "*Disclosing Party*") to the other (the "*Receiving Party*"), whether in oral, written, electronic, visual, or any other form, that is either: (i) identified as confidential at the time of disclosure; or (ii) that the Receiving Party knew or reasonably should have known was confidential given its nature and the circumstances of disclosure. Confidential Information includes, without limitation: trade secrets; business strategies; financial data; customer and supplier information; technical specifications; source code; algorithms; product roadmaps; unpublished research; and personnel and compensation data. The existence, terms, and status of this Agreement and any negotiations between the Parties are also deemed Confidential Information of both Parties.

"Representatives" means a Party's officers, directors, employees, attorneys, accountants, financial advisors, and other authorized agents acting within the scope of the Permitted Purpose.

2. CONFIDENTIALITY OBLIGATIONS

Each Receiving Party agrees to: (a) maintain the Disclosing Party's Confidential Information in strict confidence; (b) use it solely for the Permitted Purpose; (c) protect it with at least the same degree of care it uses for its own most sensitive information, and in no case less than reasonable care; and (d) not file any patent application disclosing any Confidential Information of the Disclosing Party without prior written consent.

Access to Confidential Information shall be limited to Representatives who: (i) need to know such information for the Permitted Purpose; (ii) have been informed of this Agreement's requirements; and (iii) are bound by written confidentiality obligations no less restrictive than those herein. A breach by any Representative shall be deemed a breach by the applicable Party.

All Confidential Information remains the sole property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any license, ownership right, or other interest beyond the limited right to use such information for the Permitted Purpose.

Without the Disclosing Party's prior written consent, the Receiving Party shall not: (a) upload, transmit, or make Confidential Information available to any third-party artificial intelligence, machine learning, or automated processing tool; (b) use Confidential Information to train or improve any AI model or system; or (c) reverse engineer, decompile, or disassemble any Confidential Information provided in tangible form.

3. EXCEPTIONS

The Receiving Party's obligations do not apply to any portion of Confidential Information that:

- was publicly known at the time of disclosure, or thereafter entered the public domain through no act or omission of the Receiving Party;
- was already in the Receiving Party's lawful possession, free of any confidentiality obligation, prior to disclosure;
- was independently developed by employees or agents of the Receiving Party who had no access to any Confidential Information, as evidenced by contemporaneous written records;
- was lawfully received from a third party without restriction on disclosure; or
- is required to be disclosed by court order or applicable law, provided the Receiving Party gives prompt prior written notice (to the extent permitted) and reasonably cooperates in seeking protective relief.

No combination of information shall be deemed publicly known merely because its individual components are in the public domain, unless the combination itself is part of the public domain.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the Disclosing Party's written request, or upon termination or expiration of this Agreement, the Receiving Party shall promptly — at the Disclosing Party's election — return or securely destroy all Confidential Information (including copies, summaries, notes, and derivative materials in any medium) and certify such destruction in writing. The Receiving Party may retain: (a) one archival copy in secure storage solely for compliance monitoring; and (b) automated backup copies on centralized servers not readily accessible to general personnel, subject to the confidentiality obligations of this Agreement.

5. TERM

This Agreement takes effect on the Effective Date and continues for five (5) years, unless earlier terminated by either Party upon thirty (30) days' prior written notice, or for material breach upon ten (10)

days' written notice. Confidentiality obligations survive termination for seven (7) years; provided that obligations with respect to trade secrets continue so long as such information qualifies as a trade secret under applicable law.

6. DISCLAIMER OF WARRANTIES

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CONFIDENTIAL INFORMATION, AND ASSUMES NO LIABILITY THEREFOR.

7. EQUITABLE RELIEF

Each Party acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies without the obligation to post bond or prove actual damages.

8. INTELLECTUAL PROPERTY; NO LICENSE

Nothing in this Agreement grants either Party any ownership right, license, or other intellectual property interest in the other Party's Confidential Information. Neither Party is obligated to enter into any further agreement as a result of disclosures hereunder. Any feedback or suggestions disclosed by either Party related to the other's Confidential Information ("**Feedback**") shall be subject to a royalty-free, perpetual, irrevocable, worldwide license to the receiving Party to use such Feedback for any purpose.

9. GENERAL PROVISIONS

9.1 Governing Law.

This Agreement is governed by the laws of the State of Delaware, without regard to conflict of laws principles.

9.2 Assignment.

Neither Party may assign or transfer this Agreement without the other Party's prior written consent, except in connection with a merger, acquisition, or sale of all or substantially all of its assets upon written notice. Unauthorized assignments are void.

9.3 Severability; Waiver.

Invalid or unenforceable provisions shall be modified to the minimum extent necessary; remaining provisions are unaffected. Failure to enforce any provision on one occasion is not a waiver.

9.4 Export Controls.

Neither Party shall export Confidential Information in violation of U.S. export control laws or applicable regulations.

9.5 Notices.

Notices must be in writing and are effective upon: (i) personal delivery; (ii) confirmed overnight courier receipt; (iii) confirmed email delivery; or (iv) certified mail return receipt requested.

9.6 Entire Agreement.

This Agreement constitutes the complete agreement of the Parties regarding its subject matter and supersedes all prior discussions. Amendments must be in writing and signed by authorized representatives. This Agreement may be executed in counterparts, including by electronic signature compliant with the U.S. ESIGN Act or the Uniform Electronic Transactions Act.

The Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

COMPANY:

[Company Name]

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Email: _____

COUNTERPARTY:

[Counterparty Name]

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Email: _____