

# Mutual Non-Disclosure Agreement

Short. Mutual. No trick clauses.

| Kingbird Solutions LLC  | Counterparty   |
|---|--|
| Arizona limited liability company<br>11240 N. 19th Ave, Suite 22 PMB 1084<br>Phoenix, AZ 85029<br>chris@kingbirdsolutions.com | Name: _____<br>Entity: _____<br>Address: _____<br>Email: _____ |

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of the last date signed below (the "**Effective Date**") between Kingbird Solutions LLC and the Counterparty identified above (each a "**Party**" and together the "**Parties**"). The Parties wish to explore a potential business relationship (the "**Purpose**") and, in connection with the Purpose, may disclose confidential information to one another.

## 1. Confidential Information

"**Confidential Information**" means any non-public information disclosed by one Party (the "**Disclosing Party**") to the other (the "**Receiving Party**") in connection with the Purpose, whether oral, written, or observed, and whether or not marked confidential. It includes business plans, roadmaps, customer lists, pricing, source code, product specifications, financial information, and any information a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

## 2. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully in the Receiving Party's possession before disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without a duty of confidentiality.

## 3. Use and Protection

The Receiving Party will (a) use Confidential Information solely for the Purpose; (b) protect it using at least the same degree of care it uses for its own confidential information of similar importance, and in no event less than a reasonable degree of care; and (c) limit access to its employees, contractors, and professional advisors who have a need to know for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement.

## 4. Compelled Disclosure

If the Receiving Party is required by law, regulation, or valid legal process to disclose Confidential Information, it will, to the extent legally permitted, promptly notify the Disclosing Party so the Disclosing Party may seek a protective order or other appropriate remedy, and it will disclose only the portion of Confidential Information legally required.

## **5. No License**

Nothing in this Agreement grants either Party any right or license, express or implied, in or to the other Party's Confidential Information or intellectual property, except the limited right to use it for the Purpose.

## **6. Term**

This Agreement begins on the Effective Date and continues for two (2) years, unless terminated earlier by either Party on thirty (30) days' written notice. Each Party's obligations with respect to Confidential Information received during the term survive for three (3) years after the term ends. Confidential Information that constitutes a trade secret remains protected as long as it qualifies as a trade secret under applicable law.

## **7. Return or Destruction**

Upon the Disclosing Party's written request or termination of this Agreement, the Receiving Party will, at the Disclosing Party's option, return or destroy Confidential Information in its possession, except (a) one archival copy retained for legal or compliance purposes, and (b) electronic backups made in the ordinary course that are not readily accessible. Retained copies remain subject to this Agreement for as long as they exist.

## **8. No Obligation**

Nothing in this Agreement obligates either Party to enter into any further agreement, disclose any particular information, or refrain from developing or engaging with third parties on competing or similar matters, provided it does not use the other Party's Confidential Information to do so.

## **9. Remedies**

The Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages would be inadequate. Either Party may seek injunctive or equitable relief without posting bond, in addition to any other remedies available at law or in equity.

## **10. No Warranty**

Confidential Information is provided "as is" without warranty of any kind. The Disclosing Party makes no representation as to the accuracy or completeness of any Confidential Information disclosed.

## **11. Governing Law and Venue**

This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws rules. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona for any dispute arising out of or relating to this Agreement.

## **12. Miscellaneous**

This Agreement is the entire agreement between the Parties regarding confidentiality in connection with the Purpose and supersedes any prior or contemporaneous agreements on the same subject. It may only be amended in a writing signed by both Parties. If any provision is held unenforceable, the remaining provisions remain in effect. This Agreement may be signed electronically and in counterparts, each of which is an original and all of which together form one agreement.

The Parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

**Kingbird Solutions LLC**

**Counterparty**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Chris King

Name: \_\_\_\_\_

Title: Managing Member

Title: \_\_\_\_\_

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

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

This form is a standard mutual NDA used by Kingbird Solutions LLC for pre-engagement conversations. Both Parties should have their own counsel review this Agreement before signing if the underlying transaction warrants it. Kingbird does not provide legal advice.