



Salesforce Assistance MNDA

Mutual Non-Disclosure Agreement (NDA)

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between Salesforce Assistance LLC, hereinafter referred to as the "Disclosing Party," and the undisclosed third party identified below, hereinafter referred to as the "Receiving Party," collectively referred to as the "Parties."

1. Purpose of Disclosure

The Parties may provide each other with certain confidential and proprietary information, including but not limited to business plans, strategies, financial information, trade secrets, customer data, and other information related to their respective businesses.

2. Definition of Confidential Information

Confidential Information refers to any information disclosed by either Party to the other Party, whether in oral, written, graphic, electronic, or any other form, that is marked as confidential or would be reasonably understood to be confidential under the circumstances of its disclosure.

3. Obligations of Receiving Party

3.1 Non-Disclosure: The Receiving Party agrees to hold all Confidential Information received from the Disclosing Party in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party.

3.2 Limited Use: The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating a potential business relationship or collaboration between the Parties.

3.3 Safeguarding: The Receiving Party agrees to take reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, including but not limited to implementing physical, technical, and organizational security measures.

3.4 Non-Copying: The Receiving Party shall not reproduce, copy, modify, reverse engineer, or distribute the Confidential Information received from the Disclosing Party in any form, except as expressly authorized by the Disclosing Party.

4. Exclusions from Confidentiality Obligations

The obligations of confidentiality and non-disclosure under this Agreement shall not extend to any information that:

4.1 Is already known to the Receiving Party at the time of disclosure, as evidenced by written records;

4.2 Becomes publicly known or available through no fault of the Receiving Party;

4.3 Is rightfully received from a third party without any ongoing obligations of confidentiality;

4.4 Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or

4.5 Is required to be disclosed by law, regulation, or court order; provided that the Receiving Party gives prompt notice to the Disclosing Party to enable them to seek a protective order or take other appropriate action.

5. Term and Termination

This Agreement shall be effective as of the date of signing and shall remain in effect for a period of 2 years from this date. Either Party may terminate this Agreement by providing written notice to the other Party. However, the obligations of confidentiality and non-disclosure shall survive the termination of this Agreement for a period of 2 years.

6. Remedies

Each Party acknowledges that a breach of this Agreement may cause irreparable harm to the other Party, for which monetary damages may not be a sufficient remedy. Therefore, in addition to any other remedies available at law or equity, either Party may seek injunctive relief to enforce the provisions of this Agreement, without the need to post a bond.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida in the United States without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located within the state of Florida in the United States.

8. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations,

whether written or oral. Any modification to this Agreement must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the date first written below.

[Salesforce Assistance LLC]

By: [Authorized Signatory]

Name: [Name]

Title: [Title]

Date: [Date]

[Undisclosed Third Party]

By: [Authorized Signatory]

Name: [Name]

Title: [Title]

Date: [Date]