



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RotorWorks Manufacturing LLC | NDA | Confidential Business Discussions

RotorWorks Manufacturing LLC | 81077 Indio Boulevard, Suite D, Indio, CA 92201 | RotorWorksMFG.com | Info@RotorWorksMFG.com | 442-357-6768

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of: _____

RotorWorks Manufacturing LLC ("RotorWorks") and _____ ("Company").

Each may disclose or receive Confidential Information and is referred to as a "Party" or collectively as the "Parties."

1. Purpose. The Parties wish to discuss and evaluate a potential business, manufacturing, engineering, supplier, customer, or strategic relationship (the "Purpose"). Confidential Information may be exchanged only for the Purpose.

2. Confidential Information. "Confidential Information" means non-public information disclosed by either Party, whether oral, written, electronic, visual, physical, or observed during visits, including technical data, drawings, designs, tooling, materials, processes, pricing, customers, suppliers, forecasts, quotes, business plans, financial data, prototypes, samples, photos, videos, and information marked or reasonably understood as confidential.

3. Exclusions. Confidential Information does not include information the receiving Party can show: (a) is or becomes public through no breach of this Agreement; (b) was lawfully known before disclosure; (c) is received from a third party without breach of duty; or (d) is independently developed without use of the disclosing Party's Confidential Information.

4. Obligations. The receiving Party shall use Confidential Information only for the Purpose, protect it using at least reasonable care and not less than the care used for its own similar information, and disclose it only to employees, officers, owners, contractors, advisors, or affiliates who have a need to know and are bound by confidentiality duties at least as protective as this Agreement.

5. No Unauthorized Use or Disclosure. Neither Party shall copy, publish, reverse engineer, photograph, post online, identify customers or projects publicly, or otherwise disclose Confidential Information without prior written consent, except as expressly allowed in this Agreement.

6. Compelled Disclosure. If disclosure is required by law, subpoena, court order, or government request, the receiving Party shall, to the extent legally permitted, promptly notify the disclosing Party and reasonably cooperate so the disclosing Party may seek protective treatment.

7. Ownership and No License. All Confidential Information remains the property of the disclosing Party. No license, assignment, joint venture, supply commitment, purchase order, or other business obligation is created except as expressly stated in a separate written agreement signed by both Parties.

8. Return or Destruction. Upon written request, the receiving Party shall promptly return or destroy Confidential Information, except that one archival copy may be retained solely for legal, compliance, insurance, or recordkeeping purposes and remains subject to this Agreement.

9. Term. This Agreement begins on the Effective Date and continues for three (3) years. Confidentiality obligations continue for three (3) years after each disclosure, except trade secrets shall remain protected for so long as they qualify as trade secrets under applicable law.

10. Remedies. The Parties agree that unauthorized disclosure or misuse may cause irreparable harm for which money damages may be inadequate. The disclosing Party may seek injunctive relief and any other remedies available at law or equity.

11. California Compliance. This Agreement is intended to protect confidential and trade secret information and is not intended as a non-compete, customer restriction, employee restriction, or restraint of lawful trade, employment, or business under California law.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of California, without regard to conflicts of law rules. The Parties consent to venue and jurisdiction in the state or federal courts located in Riverside County, California, unless another venue is agreed in writing.

13. Entire Agreement; Signatures. This Agreement is the entire agreement regarding confidentiality for the Purpose and may be amended only in writing signed by both Parties. Electronic signatures, scanned signatures, digital signatures, and counterparts are valid and binding.

SIGNATURES Adobe digital signature fields are provided in the signature boxes below. Printed name/title and date fields remain fillable.

RotorWorks Manufacturing LLC	
Adobe Signature:	
Printed Name / Title:	TIM PEARSON / CEO
Date:	

Company	
Company Name:	
Adobe Signature:	
Printed Name / Title:	
Date:	