

MUTUAL NON-DISCLOSURE AGREEMENT — INTAKE

Complete and save this fillable PDF, then email it to logan@metaphysicsandcomputing.com.

Counterparty Information

Legal Entity Name

Entity Type

State/Province

Country

Registered/Principal Address

Primary Contact

Contact Name

Title

Email

Phone

Agreement Settings

Effective Date (YYYY-MM-DD)

Governing Law

Venue (County, State)

Purpose of Discussions

Counterparty Signature

Signer Name

Signer Title

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Signature (use Adobe Fill & Sign or your PDF viewer's signature tool):



I am authorized to sign for the Counterparty and agree to electronic signatures under ESIGN/UETA.

Metaphy LLC (for counter-signature):

By: _____ Name: Randell Logan Smith, Founder Date: _____

NDA Terms & Conditions

1. Purpose. The Parties anticipate discussions concerning evaluation, development, licensing, partnering, or investment relating to Company technologies including QEGG, DRGFC, LWIS, SPTS, 2S1C, HMSS, and QUAD ("Purpose").
2. Confidential Information. "Confidential Information" means all non-public information disclosed by either Party, including business, technical, financial, and transaction terms, whether oral or written, and all notes and copies made by Recipient. Exclusions apply if Recipient can prove information is: (a) public through no fault; (b) known without restriction; (c) independently developed; or (d) rightfully received from a third party without duty of confidence.
3. Use and Care. Recipient shall use Confidential Information solely for the Purpose, restrict disclosure to its representatives with a need to know who are bound by obligations at least as protective, and protect with reasonable care.
4. No License; No Reverse Engineering. No rights are granted by implication or otherwise. Recipient shall not analyze, decompile, or reverse engineer any samples, software, algorithms, or prototypes.
5. Compelled Disclosure. If legally required to disclose, Recipient shall, where lawful, give prompt notice and cooperate to seek protective treatment.
6. Term; Return/Destruction. This Agreement remains in effect for five (5) years from the Effective Date; trade secrets remain protected as long as they qualify. On request, Recipient shall return or destroy Confidential Information and certify destruction, excluding routine backups.
7. Remedies. Breach may cause irreparable harm; Discloser may seek injunctive relief in addition to other remedies without posting bond.
8. Compliance. The Parties will comply with applicable export and sanctions laws.
9. Assignment. Neither Party may assign without the other's consent, except to a successor in merger, acquisition, or sale of substantially all assets with assumption of obligations.
10. Governing Law; Venue. This Agreement is governed by the laws of California (excluding conflicts-of-law rules). Exclusive venue lies in the courts located in Riverside County, CA (unless the Parties specify otherwise on page 1).
11. Entire Agreement. This is the entire agreement regarding its subject and may be amended only in a signed writing.

By signing on page 1, the Counterparty acknowledges and agrees to the Terms & Conditions in this document.



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Note: For best results use Adobe Acrobat/Reader or iOS/Android Fill & Sign.