

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of the _____, 20____, by and between [Party A], hereinafter referred to as "Disclosing Party," and [Party B], hereinafter referred to as "Receiving Party."

WHEREAS, the Parties have a mutual interest in engaging in discussions where proprietary and confidential information may be disclosed; and

WHEREAS, the Parties acknowledge that the Confidential Information may include, but is not limited to, the following: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Confidentiality Obligations

(a) The Disclosing Party may disclose Confidential Information to the Receiving Party in confidence. The Disclosing Party shall identify such information as proprietary and confidential by marking it (in the case of written materials) or by notifying the Receiving Party of its proprietary and confidential nature (in the case of oral or unmarked written materials) through appropriate means of communication.

(b) Upon being informed of the proprietary and confidential nature of the Confidential Information, the Receiving Party shall refrain from disclosing such information to any contractor or third party without the prior written approval of the Disclosing Party. The Receiving Party shall protect the Confidential Information from inadvertent disclosure to third parties using the same level of care and diligence as it would protect its own proprietary and confidential information, but in no case less than reasonable care. The Receiving Party shall ensure that its employees, officers, directors, and agents who have access to the Confidential Information are informed of its proprietary and confidential nature and are bound by the terms of this Agreement. If the Receiving Party becomes aware of any unauthorized disclosure or legal requirement to disclose the Confidential Information, it shall promptly notify the Disclosing Party.

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2. Ownership and Return of Confidential Information

(a) All Confidential Information disclosed under this Agreement shall remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights to the Confidential Information on the Receiving Party.

(b) Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all copies of the Confidential Information and any related notes. The Receiving Party shall also confirm in writing the destruction or return of such information.

3. Injunctive Relief and Damages

The Parties acknowledge that any unauthorized disclosure or breach of this Agreement may cause irreparable harm to the Disclosing Party. In addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to prevent a threatened breach or continuation of any breach, as well as an award of actual and exemplary damages, from any court of competent jurisdiction.

4. Development of Independent Information

(a) This Agreement shall not limit either Party's right to independently develop or acquire products without using the other Party's Confidential Information.

(b) The Receiving Party acknowledges that it may currently or in the future be developing or receiving similar information from other sources that is not covered by this Agreement. This Agreement shall not prohibit the Receiving Party from developing or having developed for it products, concepts, systems, or techniques that are similar to or compete with the Confidential Information, as long as no obligations under this Agreement are violated in the process.

5. Exceptions to Confidential Information

The Parties agree that certain information shall not be considered Confidential Information, and the Receiving Party shall have no obligation to hold such information in confidence, where such information:

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(a) Was already known to the Receiving Party, as evidenced by written records, prior to its disclosure by the Disclosing Party, and without any obligation of confidentiality from the Disclosing Party;

(b) Becomes publicly known through no wrongful act of the Receiving Party, its employees, officers, directors, or agents;

(c) Is independently developed by the Receiving Party without reference to the Confidential Information disclosed under this Agreement;

(d) Is approved for release by the Disclosing Party, to the extent of such approval; or

(e) Is disclosed pursuant to a lawful requirement of a court or governmental agency or as required by operation of law.

6. Relationship of the Parties

This Agreement does not create an agency, partnership, joint venture, or any similar relationship between the Parties.

7. Confidentiality of Agreement

Neither Party shall make any public announcement or disclose the existence or terms of this Agreement without the prior written approval of the other Party.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein. This Agreement does not obligate either Party to disclose information to the other Party or enter into any other agreement.

9. Term and Termination

This Agreement shall remain in effect from the Effective Date until either Party provides written notice of its intent to terminate this Agreement. The obligation to protect Confidential Information disclosed under this Agreement shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Party A:

Party B:

(Signature)

(Signature)

Company: _____

Company: ColabMo

Print Name: _____

Print Name: Diggy Breiling

Date: _____

Date: _____

Addendum to MUTUAL NON-DISCLOSURE AGREEMENT

1. The Receiving Party may disclose the Confidential Information to the following authorized third-party Subject Matter Experts (SME) or contractors ("Authorized Third Parties"), who are bound by a similar non-disclosure agreement and have a need to access the Confidential Information for the purpose of providing services to the Receiving Party:

SME/Contractor Name:

Description of Expertise or Contract Services:

SME/Contractor Name:

Description of Expertise or Contract Services:

SME/Contractor Name:

Description of Expertise or Contract Services:

(a) The Receiving Party may disclose the Confidential Information to its contractors or SME who are bound by a similar non-disclosure agreement and have a need to access the Confidential Information for the purpose of providing services to the Receiving Party ("Authorized Third Parties").

(b) The Receiving Party shall ensure that any Authorized Third Parties are informed of the confidential and proprietary nature of the Confidential Information and are obligated to protect it in a manner consistent with the terms of this Agreement.

(c) The Receiving Party shall be responsible for any unauthorized disclosure or breach of this Agreement by its Authorized Third Parties and shall take reasonable measures to enforce compliance with the non-disclosure obligations set forth herein.

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(d) The Disclosing Party reserves the right to approve or reject the engagement of any specific contractor or SME by the Receiving Party, provided such approval shall not be unreasonably withheld.

(e) The Receiving Party shall notify the Disclosing Party in writing prior to disclosing the Confidential Information to any Authorized Third Parties and shall provide the Disclosing Party with a copy of the executed non-disclosure agreement between the Receiving Party and the Authorized Third Party upon request.

(f) The obligations of confidentiality and non-disclosure set forth in this Agreement shall extend to the Authorized Third Parties, and any breach or unauthorized disclosure by an Authorized Third Party shall be deemed a breach by the Receiving Party under this Agreement.

(g) The Receiving Party shall remain fully liable for any acts or omissions of its Authorized Third Parties in relation to the Confidential Information

By signing below, the Parties acknowledge and agree to the addition of this clause to the Mutual Non-Disclosure Agreement.

Party A:

Party B:

(Signature)

(Signature)

Company: _____

Company: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____