NON-DISCLOSURE AGREEMENT (NDA)

Confidentiality agreement • California-oriented form • Mutual or one-way • For parties in the United States

Party A	Full legal name, entity type, and jurisdiction, or individual's full name
Party A address and email	
Party B	Full legal name, entity type, and jurisdiction, or individual's full name
Party B address and email	
Disclosures covered	☐ Mutual: both parties may disclose ☐ One-way: only Party A discloses ☐ One-way: only Party B discloses
Purpose	If left blank: evaluating a possible business relationship between the parties.
Disclosure Period	From the Effective Date through (24 months after it if left blank):
Earlier Disclosure Date	Also covers information disclosed for the Purpose on or after (none if left blank):
Confidentiality Period	Years after the Disclosure Period ends (3 years if left blank):
Venue	County in California (Santa Clara County if left blank):
Effective Date	Date of the last signature below

This Non-Disclosure Agreement, also called a confidentiality agreement (this "Agreement"), is between Party A and Party B identified above (each, a "party"). In consideration of the disclosures to be made after signing and the mutual promises below, and intending to be legally bound, the parties agree as follows.

1 DEFINITIONS

"Discloser" means a party when it or its Representatives disclose Confidential Information, and "Recipient" means a party when it or its Representatives receive it. If a one-way box is checked in the table above, only the party named in that box is a Discloser. If no box or more than one box is checked, disclosures are mutual.

"Confidential Information" means nonpublic business, technical, financial, or product information, including unpublished inventions, invention disclosures, and patent applications, that Discloser discloses to Recipient for the Purpose during the Disclosure Period, or on or after any Earlier Disclosure Date stated above, in any form, and that is marked or identified as confidential or that a reasonable person would understand to be confidential from its nature and the circumstances of disclosure. Recipient's notes, analyses, and other materials are Confidential Information to the extent they contain or reveal it.

Confidential Information does not include information that Recipient can show by any reasonable evidence: (a) is or becomes public without breach of this Agreement; (b) Recipient lawfully knew without a confidentiality duty before disclosure; (c) Recipient lawfully receives from a third party without breach of a confidentiality duty; or (d) Recipient independently develops without use of or reference to Confidential Information. A combination of features is not within an exclusion merely because each feature is. Confidential Information also does not include an individual's general skills, knowledge, and experience or, for an individual, information about workplace conduct that the individual reasonably believes is unlawful.

"Representatives" means a party's employees, officers, directors, contractors, and professional advisers. A party's affiliates, investors, and financing sources are Representatives only if Discloser approves them in writing. "Purpose," "Disclosure Period," "Earlier Disclosure Date," "Confidentiality Period," and "Venue" have the meanings stated in the table above.

2 CONFIDENTIALITY

2.1 Use and Protection

Recipient will use Confidential Information only for the Purpose and will protect it with reasonable care and at least the care Recipient uses for its own similar information. Recipient may disclose it only to Representatives who need it for the Purpose and are bound by written or professional confidentiality obligations at least as protective as this Agreement. Recipient is responsible for its Representatives' compliance. Recipient will promptly notify Discloser of any unauthorized use or disclosure it learns of and reasonably cooperate to stop it.

2.2 Samples, Prototypes, and Software

Recipient will not reverse engineer, decompile, disassemble, or analyze the composition or structure of samples, prototypes, software, models, or other materials that Discloser provides, unless Discloser authorizes it in writing.

2.3 Compelled Disclosure

If law, regulation, subpoena, or court order requires Recipient to disclose Confidential Information, Recipient will, where legally permitted, give Discloser prompt prior notice and reasonable cooperation, at Discloser's expense, in seeking a protective order or other protection, and will disclose only what is legally required.

2.4 Protected Activity

Nothing in this Agreement restricts any individual, including an employee, prospective employee, or contractor, from a disclosure or other activity that law protects. That includes discussing or disclosing conduct the individual reasonably believes is illegal discrimination, harassment, retaliation, a wage-and-hour violation, sexual assault, or otherwise unlawful or against public policy; discussing wages, hours, or other terms and conditions of employment; acting together with co-workers on workplace issues; taking part in a legal proceeding; making truthful statements that law requires; seeking confidential legal advice; and reporting to, or receiving an award from, a government agency. No notice or permission is required where law prohibits that requirement. A restriction in this Agreement does not apply to the extent law prohibits it. This Section 2.4 does not permit disclosing a trade secret or other Confidential Information that does

not involve unlawful conduct, except where law protects the disclosure. For an individual who is, or is being considered as, an employee of the other party:

> *"Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful."*

2.5 Defend Trade Secrets Act Notice

Under 18 U.S.C. § 1833(b), an individual is not criminally or civilly liable under federal or state trade-secret law for disclosure of a trade secret that is made in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney, solely for reporting or investigating a suspected violation of law; or that is made in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual suing for retaliation for reporting a suspected violation of law may disclose trade-secret information to the individual's attorney and use it in the proceeding if any document containing the trade secret is filed under seal and the trade secret is not otherwise disclosed except by court order.

2.6 Return or Destruction

On Discloser's written request, Recipient will promptly return or destroy Confidential Information and, on request, confirm in writing that it has done so. Recipient may keep copies held in automatic electronic backups and copies that law or professional obligations require it to keep. Retained copies remain subject to this Agreement.

2.7 Duration

Recipient's obligations under this Section 2 continue until the Confidentiality Period ends and, for a trade secret, for as long as it remains a trade secret under applicable law. Section 3 does not expire.

3 PATENTS AND OTHER INTELLECTUAL PROPERTY

3.1 No License

Confidential Information remains Discloser's property. This Agreement grants no license under any patent, copyright, trade secret, or other intellectual property, except the right to use Confidential Information for the Purpose.

3.2 Patent Rights

Recipient acknowledges that Discloser may not yet have filed patent applications and that unauthorized use or disclosure could cost Discloser patent rights in the United States and other countries. Recipient will not use Confidential Information to file, prosecute, or amend a patent application or to claim inventorship or ownership of Discloser's inventions. Recipient hereby assigns to Discloser, and agrees to assign, all of Recipient's right, title, and interest in each invention disclosed in Discloser's Confidential Information and in any patent application or patent filed in breach of this Section 3.2, to the extent it claims that invention.

3.3 Feedback and Improvements

If Recipient volunteers comments or suggestions about Discloser's products or technology ("Feedback"), Recipient grants Discloser a nonexclusive, perpetual, irrevocable, royalty-free, sublicensable right to use, disclose, and incorporate the Feedback and to make, have made, sell, offer to sell, and import products and services that include it. To the extent Feedback improves or modifies an invention disclosed in Discloser's Confidential Information, Recipient hereby assigns to Discloser, and agrees to assign, all of Recipient's right, title, and interest in that improvement, including the right to patent it. This Agreement grants Discloser no other right in Recipient's Confidential Information or intellectual property.

3.4 Joint Development; Assignment Documents

This Agreement does not cover joint development, which requires a separate written agreement addressing ownership and inventorship. On request, Recipient will sign the documents needed to record an assignment under this Section 3 and to correct inventorship. Sections 3.2 and 3.3 do not require an individual to assign an invention that qualifies fully under California Labor Code § 2870 or that a similar law of the individual's home state does not allow to be assigned.

4 OTHER TERMS

4.1 No Restrictive Covenant

This Agreement is not a noncompetition, nonsolicitation, or exclusivity covenant. It does not restrict anyone from engaging in a lawful profession, trade, or business, from working for or doing business with anyone, or from independently developing or acquiring similar products or technology without using Confidential Information. This Agreement has no residuals exception: Confidential Information retained in the memory of Recipient or its Representatives remains protected.

4.2 Third-Party Information

Neither party will disclose to the other information that it owes a third party a duty to keep confidential, including a current or former employer's, without that third party's authorization.

4.3 No Obligation; No Warranty

Neither party must disclose information, continue discussions, or enter into any further transaction. Any later relationship requires a separate signed agreement. Confidential Information is provided "as is," without warranty of accuracy or completeness.

4.4 Early End; Remedies

Either party may end the Disclosure Period early by written notice. Obligations for Confidential Information already disclosed continue as stated in Section 2.7. Unauthorized use or disclosure may cause irreparable harm for which damages are inadequate, so Discloser may seek an injunction, specific performance, or other equitable relief, in addition to other remedies, when the legal requirements are met, without proving actual damages and, to the extent law permits, without posting a bond. This Agreement adds to, and does not limit, either party's rights under trade-secret law.

4.5 Governing Law, Venue, and Service

California law governs this Agreement, without regard to conflict-of-laws rules, except where another jurisdiction's mandatory law applies. Unless mandatory law requires another forum, exclusive venue lies in the state courts located in the Venue or the federal court for the district that includes it. Each party consents to personal jurisdiction there and waives any objection that the Venue is an inconvenient or improper forum.

Each party consents to service of process by courier and by email at its address and email stated above, in addition to any other method law allows.

Despite the exclusive venue above, a party may seek injunctive or other interim relief, and may enforce a judgment, in any court with jurisdiction, including where the other party or its assets are located. Each party consents to the jurisdiction of those courts for that purpose. Doing so does not waive this Section 4.5.

For an individual who lives and works outside California, this Agreement does not waive any right that the law of the individual's home state does not allow to be waived, including a right to that law or to those courts.

4.6 General

Entire Agreement. This Agreement is the parties' entire agreement about the confidentiality of information disclosed for the Purpose and supersedes prior understandings about it. A later signed agreement that expressly addresses the same information controls if they conflict.

Amendment; Waiver. An amendment or waiver must be in a writing signed by both parties. A waiver applies only to the identified instance.

Severability. Each obligation is separate. An unenforceable provision will be modified to the minimum extent needed or, if it cannot be, removed, and the rest remains effective.

Assignment; Successors. Neither party may assign this Agreement without the other's written consent, except to a successor that acquires all or substantially all of the business or assets to which it relates, by merger, sale, or otherwise, and agrees in writing to be bound. An individual may not assign or delegate obligations and is responsible for any entity the individual owns or controls that receives Confidential Information. No assignment or change of control releases a party or permits use beyond the Purpose. This Agreement binds each party's successors, permitted assigns, and heirs.

Notices. Notices under this Agreement must be in writing and may be given by courier or by email to the address and email stated above, or to a replacement that a party gives by notice.

Relationship. The parties are independent. This Agreement creates no partnership, joint venture, agency, employment, or fiduciary relationship.

Export. Each party will comply with applicable export-control laws in handling the other party's technical information.

Signatures. The parties may sign in counterparts and electronically. Each signer confirms authority to sign for the party named. A person who signs for a company binds the company and is not personally a party.

AGREED

PARTY A

Signature _____ **Date** _____

Name _____ **Title** _____

PARTY B

Signature _____ **Date** _____

Name _____ **Title** _____