MUTUAL NONDISCLOSURE AGREEMENT

Confidentiality Agreement

This Mutual Nondisclosure Agreement ("Agreement") is entered into by and between **SecureLynx, LLC** ("SecureLynx") and **[COUNTERPARTY LEGAL NAME]** ("Counterparty"), effective as of **[EFFECTIVE DATE]**. Each Party may disclose confidential information to the other in connection with **[PURPOSE, e.g., evaluating a potential managed services or security engagement]** (the "Purpose"). The Party disclosing information is the "Discloser" and the Party receiving it is the "Recipient."

1. Confidential Information

"Confidential Information" means nonpublic information disclosed by the Discloser to the Recipient, in any form, that is marked confidential or that a reasonable person would understand to be confidential given its nature or the circumstances, including business, technical, security, financial, customer, and pricing information.

2. Exclusions

Confidential Information does not include information that: is or becomes public through no breach by the Recipient; was rightfully known to the Recipient before disclosure; is independently developed by the Recipient without use of the Confidential Information; or is rightfully obtained from a third party without a duty of confidentiality.

3. Obligations

- Use the Confidential Information only for the Purpose.
- Protect it with at least the same care the Recipient uses for its own confidential information, and no less than reasonable care.
- Disclose it only to the Recipient's employees, contractors, or advisors who need it for the Purpose and are bound by confidentiality obligations at least as protective as these.
- Not disclose it to any other third party without the Discloser's prior written consent.

4. Compelled Disclosure

If the Recipient is required by law or legal process to disclose Confidential Information, it may do so, provided that, where legally permitted, it gives the Discloser prompt notice and discloses only what is required.

5. No License; No Obligation

This Agreement grants no license or rights in either Party's intellectual property, and does not obligate either Party to enter into any further transaction.

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6. Return or Destruction

On the Discloser's written request or on termination of this Agreement, the Recipient will return or securely destroy the Confidential Information in its possession, except to the extent retention is required by law or by routine backup cycles, in which case these obligations continue for as long as the information is retained.

7. Term

This Agreement runs for **[TERM YEARS]** from the Effective Date. The confidentiality obligations survive for three (3) years after disclosure of the relevant Confidential Information, and information that qualifies as a trade secret remains protected for as long as it remains a trade secret under applicable law.

8. Remedies

The Parties agree that a breach of this Agreement may cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9. General

- **Governing law.** This Agreement is governed by the laws of the State of California.
- **No waiver.** No failure or delay in exercising a right is a waiver of it.
- **Entire agreement.** This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes prior discussions on that subject.
- **Counterparts.** This Agreement may be signed in counterparts, including by electronic signature, each an original and together one agreement.
- **No third-party beneficiaries.** This Agreement benefits only the Parties and their permitted successors and assigns.

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IN WITNESS WHEREOF, the Parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

Signatures

SECURELYNX

_____

Signature

SecureLynx, LLC
By (print name): Jack Erdoglyan
Title: Founder
Date: **[DATE]**

COUNTERPARTY

_____

Signature

[COUNTERPARTY LEGAL NAME]
By (print name): **[NAME]**
Title: **[TITLE]**
Date: **[DATE]**

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