PORTFOLIO SAMPLE

Mutual Non-Disclosure Agreement

For Commercial and SaaS Discussions

Drafted by: Arun Palle

Commercial Contracts & Privacy Compliance Lawyer

Hyderabad, India ·

arun.palle.legal@gmail.com

Illustrative sample drafted for portfolio purposes. Document requires customization and jurisdiction-specific review before execution.

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "**Agreement**") is entered into as of October 15, 2025 (the "**Effective Date**") by and between:

Fluxo, Inc., a Delaware corporation with its principal place of business at 1209 Orange Street, Wilmington, Delaware 19801 ("**Fluxo**"); and

Northwind Logistics, LLC, a Delaware limited liability company with its principal place of business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("**Northwind**").

Fluxo and Northwind are each referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties wish to explore a potential business relationship relating to the use of Fluxo's AI-powered meeting notes software by Northwind (the "**Purpose**");

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information; and

WHEREAS, the Parties wish to set forth the terms governing the disclosure and protection of such information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means any non-public information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether disclosed orally, in writing, electronically, or by any other means, that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

(a) business plans, strategies, financial information, pricing, customer lists, and supplier information;

(b) technical information, including software, source code, algorithms, system architecture, designs, specifications, and product roadmaps;

(c) trade secrets, know-how, methodologies, and processes;

(d) personnel information, marketing plans, and unreleased product information; and

(e) any analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or are derived from the Disclosing Party's Confidential Information.

1.2 "Representatives" means a Party's employees, officers, directors, agents, contractors, advisors, and affiliates who have a legitimate need to know the Confidential Information for the Purpose and who are bound by written confidentiality obligations no less protective than those in this Agreement.

2. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate by competent evidence:

(a) was already known to the Receiving Party at the time of disclosure, free of any obligation of confidentiality;

(b) was or becomes publicly available through no fault of the Receiving Party;

(c) was rightfully received by the Receiving Party from a third party who was not under any obligation of confidentiality; or

(d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

3. OBLIGATIONS OF THE RECEIVING PARTY

3.1 Use Restriction. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the Purpose and for no other purpose without the prior written consent of the Disclosing Party.

3.2 Protection. The Receiving Party shall protect the Confidential Information using the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than a reasonable degree of care.

3.3 Restricted Disclosure. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party except to its Representatives who have a legitimate need to know such information for the Purpose. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

3.4 No Reverse Engineering. The Receiving Party shall not reverse engineer, decompile, or disassemble any software, prototypes, or other tangible objects that embody the Disclosing Party's Confidential Information.

4. COMPELLED DISCLOSURE

If the Receiving Party is required by law, regulation, or valid legal process to disclose any Confidential Information, the Receiving Party shall, to the extent legally permitted:

(a) promptly notify the Disclosing Party in writing prior to disclosure;

(b) cooperate with the Disclosing Party's reasonable efforts to seek a protective order or other appropriate remedy; and

(c) disclose only the portion of Confidential Information that is legally required to be disclosed.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years thereafter, unless earlier terminated by either Party upon thirty (30) days' written notice to the other Party.

5.2 Survival of Obligations. Notwithstanding the termination or expiration of this Agreement, the Receiving Party's confidentiality obligations under this Agreement shall survive for a period of three (3) years from the date of disclosure of the Confidential Information. Confidential Information that constitutes a trade secret shall be protected for as long as such information remains a trade secret under applicable law.

6. RETURN OR DESTRUCTION

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, either return or destroy all Confidential Information in its possession or control, including all copies and derivatives thereof, and shall certify in writing that it has done so. The Receiving Party may retain one archival copy solely for legal compliance purposes, subject to the continuing obligations of this Agreement.

7. NO LICENSE OR OWNERSHIP

Nothing in this Agreement shall be construed as granting the Receiving Party any license or ownership rights in or to the Disclosing Party's Confidential Information or any intellectual property rights therein. All Confidential Information remains the sole and exclusive property of the Disclosing Party.

8. NO WARRANTY

All Confidential Information is provided on an "AS IS" basis. The Disclosing Party makes no representations or warranties, express or implied, regarding the accuracy, completeness, or fitness for any particular purpose of the Confidential Information.

9. NO OBLIGATION TO PROCEED

Nothing in this Agreement shall obligate either Party to enter into any further business relationship, transaction, or agreement. Each Party reserves the right to discontinue discussions at any time, for any reason, without liability.

10. REMEDIES

The Parties acknowledge that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other equitable remedies, in addition to any other remedies available at law, without the necessity of posting bond.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any disputes arising out of or relating to

this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware, and the Parties hereby consent to such jurisdiction.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or communications, whether oral or written.

12.2 Amendment. This Agreement may only be amended by a written instrument signed by both Parties.

12.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right shall constitute a waiver of such right.

12.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all of its assets.

12.6 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or sent by recognized overnight courier to the addresses set forth above.

12.7 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

FLUXO, INC.

By: _____

Name: _____

Title: _____

Date: _____

NORTHWIND LOGISTICS, LLC

By: _____

Name: _____

Title: _____

Date: _____