

Mutual Non-Disclosure Agreement

Pro IT NW LLC • Mutual — 2-year term

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date below, by and between **Pro IT NW LLC** (Seattle, WA; mat@proitnw.com) ("Pro IT NW") and the entity identified in the fields below ("Company"). Each a "Party" and collectively the "Parties."

Effective Date:	
Company legal entity name:	
Address:	
City / State / ZIP:	

1. Purpose

The Parties wish to explore a potential subcontracting or business relationship relating to information technology consulting and professional services ("Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information to the other Party.

2. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, in writing, electronically, or by inspection, including but not limited to:

- Business plans, strategies, forecasts, and financial information
- Customer and prospect lists, pricing, and sales data
- Technical data, trade secrets, know-how, and inventions
- Software, source code, algorithms, and system architectures
- Employee and personnel information
- Operational processes and workflows
- Any information identified as "confidential" or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure

3. Exclusions

Confidential Information does not include information that:

- (a) Is or becomes publicly available through no fault of the Receiving Party;
- (b) Was already known to the Receiving Party prior to disclosure, as demonstrated by written records;
- (c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as demonstrated by written records;
- (d) Is rightfully received from a third party without restriction on disclosure; or
- (e) Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (to the extent legally permitted) and cooperates with the Disclosing Party's efforts to seek a protective order or other appropriate remedy.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

- (a) Hold the Disclosing Party's Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (c) Use Confidential Information solely for the Purpose described in Section 1;
- (d) Limit access to Confidential Information to those employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement;
- (e) Protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

5. Return or Destruction of Confidential Information

Upon written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly:

- (a) Return all tangible materials containing Confidential Information; or
- (b) Destroy all copies of Confidential Information in its possession (including electronic copies) and certify such destruction in writing.

The Receiving Party may retain one archival copy of Confidential Information solely for legal compliance purposes, subject to the continuing confidentiality obligations of this Agreement.

6. No License or Obligation

Nothing in this Agreement:

- (a) Grants the Receiving Party any license or rights to the Disclosing Party's intellectual property;
- (b) Obligates either Party to enter into any further agreement, transaction, or business relationship; or
- (c) Obligates the Disclosing Party to disclose any particular information.

7. No Warranty

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

8. Term and Termination

- (a) This Agreement is effective as of the Effective Date and continues for a period of **two (2) years** unless terminated earlier by either Party.
- (b) Either Party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other Party.
- (c) The obligations of confidentiality set forth in this Agreement shall survive termination and continue for a period of **two (2) years** following the date of disclosure of the applicable Confidential Information.

9. Remedies

The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of Washington**, without regard to its conflict of laws provisions. Any dispute arising under this Agreement shall be brought in the state or federal courts located in **King County, Washington**, and each Party consents to the exclusive jurisdiction of such courts.

11. General Provisions

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements.
- (b) **Amendment.** This Agreement may only be modified by a written instrument signed by both Parties.
- (c) **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party.
- (d) **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
- (e) **Counterparts.** This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.
- (f) **Notices.** All notices under this Agreement shall be in writing and sent to the email addresses set forth below (or such other address as a Party may designate in writing).

Signatures

By signing below, each Party agrees to the terms of this Agreement.

PRO IT NW LLC

Signature:

Name:

Title:

Date:

Email:

COMPANY

Signature:

Name:

Title:

Date:

Email: