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MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made as of [date] (the "Effective Date") between **FOP CAT LLC**, a North Carolina limited liability company doing business as devdev, 500 Westover Dr, Unit 35460, Sanford, NC 27330 ("FOP Cat"), and **[COUNTERPARTY LEGAL NAME]**, a [state and entity type], [address] ("Counterparty"). Each is a "Party" and together the "Parties."

1. **Purpose.** The Parties want to discuss [a possible engagement for DevOps, cloud or software services, or describe the purpose] (the "Purpose"). To do so, each Party may share confidential information with the other. This Agreement sets the terms for that sharing.
2. **Confidential Information.** "Confidential Information" means non-public information that a Party (the "Discloser") gives the other Party (the "Recipient"), in any form, for the Purpose, and that is marked or described as confidential or would reasonably be understood to be confidential given its nature and the circumstances. It includes technical, security, business, financial and personnel information, source code, system and network architecture, credentials and access details, plans, pricing, and the existence and terms of any discussions. It also includes notes and analyses that contain or reflect that information.
3. **Exclusions.** Confidential Information does not include information that the Recipient can show: (a) is or becomes public other than through the Recipient's breach; (b) was already known to the Recipient without a duty of confidentiality; (c) was lawfully received from a third party without restriction; or (d) was developed independently without use of the Discloser's Confidential Information.
4. **Obligations.** The Recipient will: (a) use the Discloser's Confidential Information only for the Purpose; (b) protect it with at least the care it uses for its own confidential information, and no less than reasonable care; (c) share it only with its employees, contractors, advisers and insurers who need it for the Purpose and are bound by written or professional duties of confidentiality at least as protective as this Agreement, and remain responsible for their compliance; (d) not copy it except as the Purpose needs; and (e) not reverse engineer, decompile or disassemble any software, prototype or materials provided.
5. **Required Disclosure.** The Recipient may disclose Confidential Information if a law, regulation, court order or governmental request requires it, if it gives the Discloser prompt written notice where the law allows, so that the Discloser can seek a protective order, discloses only the part that is required, and uses reasonable efforts to have it treated as confidential.
6. **Security Incidents.** The Recipient will tell the Discloser promptly, and within [two (2)] business days of discovery, if it learns of unauthorized access to or use of the Discloser's

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Confidential Information, and will help limit the harm.

7. **Term and Survival.** This Agreement covers disclosures made during the [two (2)] years after the Effective Date. Each Recipient's obligations continue for [three (3)] years after the end of that period, and for trade secrets for as long as they remain trade secrets under applicable law. Either Party may end the exchange of information at any time by written notice; the obligations for information already shared continue.
8. **Return or Destruction.** On the Discloser's written request, or when the Purpose ends, the Recipient will return or securely destroy the Discloser's Confidential Information within [ten (10)] business days and confirm in writing that it has done so. The Recipient may keep copies that the law requires it to keep, and copies in routine backups that are not readily accessible, which stay subject to this Agreement.
9. **No License; No Warranty; No Obligation.** All Confidential Information stays the property of the Discloser. This Agreement grants no license under any patent, copyright, trade secret or other right. Confidential Information is provided "as is," without warranty. Neither Party must disclose any particular information or enter into any further agreement, and neither is prevented from independently developing or acquiring products or services that compete with the other's, without using the other's Confidential Information.
10. **Privacy.** Neither Party will disclose personal data to the other under this Agreement unless it is necessary for the Purpose and permitted by law. If personal data will be processed on a Party's behalf, the Parties will agree a data processing addendum first.
11. **Remedies.** Each Party agrees that unauthorized use or disclosure of Confidential Information may cause harm for which money damages are not enough, and that the Discloser may seek injunctive relief and other equitable relief in addition to any other remedy, without having to prove actual damages and, to the extent the law allows, without posting a bond.
12. **Export and Compliance.** Each Party will comply with export-control and sanctions laws that apply to Confidential Information it receives, and will tell the other in writing before sharing any information that is subject to export controls.
13. **Governing Law and Venue.** This Agreement is governed by the laws of the State of [state], without regard to its conflict-of-laws rules. The exclusive venue for any dispute is the state and federal courts in [county, state].
14. **General.** This Agreement is the Parties' entire agreement on its subject and replaces earlier discussions about it. It may be changed only in a writing signed by both Parties. Neither Party may assign it without the other's written consent, except to a successor in a merger or sale of substantially all of its assets, on written notice. A waiver is effective only if written. If a provision is unenforceable, the rest remains in effect. This Agreement may be signed in counterparts and by electronic signature. If the Parties later sign a services agreement with its own confidentiality terms, those terms apply to information shared under it.

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15. [Optional, if either Party is an individual:] **Notice of Immunity (18 U.S.C. § 1833(b)).** An individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret in confidence to a government official or to an attorney solely to report or investigate a suspected violation of law, or in a complaint or other document filed under seal in a lawsuit or other proceeding.

[SIGNATURE PAGE FOLLOWS]

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

FOP CAT LLC
a North Carolina limited liability company
By:

_____

Name: [name]
Title: Managing Member
Date: _____

[COUNTERPARTY LEGAL NAME]
By:

_____

Name: _____
Title: _____
Date: _____

Notes on this sample. It is a mutual agreement, so either Party can be the Discloser. Terms in brackets are options. It should be reviewed by counsel in the relevant jurisdiction before use, and is not legal advice.

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