

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between:

Mohammad Elzein, doing business as Moe’s Custom Prototyping Studio
 (“MCPS”)

and

_____ (“Client”).

MCPS and Client may each be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The Parties wish to discuss and potentially engage in research, feasibility analysis, prototyping, product development, design, manufacturing, testing, consulting, or related services (the “Purpose”).

In connection with the Purpose, either Party may disclose confidential, proprietary, technical, or business information to the other.

The Party providing information is referred to as the “Disclosing Party.” The Party receiving information is referred to as the “Receiving Party.”

2. Confidential Information

“Confidential Information” means non-public information disclosed by or on behalf of the Disclosing Party that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information may be disclosed verbally, visually, electronically, physically, or in writing and may include, without limitation:

- product ideas, concepts, inventions, and discoveries;
- prototypes, samples, devices, and experimental systems;
- drawings, schematics, diagrams, specifications, and CAD files;

- designs and calculations;
- test procedures, experiments, research methods, and test results;
- measurements, datasets, and technical analyses;
- software, source code, firmware, algorithms, and electronics designs;
- manufacturing methods, processes, techniques, and tooling;
- formulas, materials, component selections, and configurations;
- patent-related information and potentially patentable concepts;
- pricing, quotations, costs, suppliers, and business information;
- customer, vendor, and partner information;
- product-development plans and commercialization strategies; and
- other information that reasonably should be understood to be confidential.

Confidential Information may also include the existence and nature of a proposed project or business relationship when the circumstances reasonably indicate that such information is confidential.

Confidential Information does not need to be marked “Confidential” to receive protection under this Agreement.

3. Information Not Considered Confidential

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

- (a) was lawfully known to the Receiving Party without an obligation of confidentiality before receiving it from the Disclosing Party;
- (b) becomes publicly available through no breach of this Agreement by the Receiving Party;
- (c) is lawfully received from a third party that is not under an obligation of confidentiality concerning the information;

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

(e) is released for disclosure through written authorization from the Disclosing Party.

The Receiving Party bears the responsibility of reasonably documenting circumstances supporting an exclusion when relying upon this Section.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

(a) use Confidential Information solely for the Purpose described in this Agreement;

(b) protect Confidential Information using at least reasonable care and no less than the degree of care the Receiving Party uses to protect its own similarly sensitive information;

(c) not disclose Confidential Information to any person or entity except as permitted by this Agreement;

(d) limit access to Confidential Information to employees, contractors, consultants, professional advisers, or other representatives who have a legitimate need to know the information for the Purpose and who are subject to confidentiality obligations at least as protective as those contained in this Agreement;

(e) not copy, reproduce, distribute, publish, or otherwise use Confidential Information except as reasonably necessary for the Purpose; and

(f) promptly notify the Disclosing Party upon becoming aware of any material unauthorized access, use, or disclosure of Confidential Information.

The Receiving Party remains responsible for breaches of this Agreement caused by its representatives to the extent permitted by law.

5. Required Disclosure

If the Receiving Party is required by law, regulation, subpoena, court order, or other valid legal process to disclose Confidential Information, the Receiving Party may make the required disclosure.

To the extent legally permitted, the Receiving Party shall provide the Disclosing Party with reasonable notice before disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy.

The Receiving Party shall disclose only the portion of Confidential Information that it is legally required to disclose.

6. Protected Legal Disclosures

Nothing in this Agreement prohibits either Party or any individual covered by applicable law from reporting a suspected violation of law to an attorney or governmental authority or from making another disclosure protected by applicable whistleblower or trade-secret law.

Where permitted by applicable law, confidential trade-secret information used in a legal filing should be filed under seal or otherwise protected as required by law.

7. Ownership of Existing Information and Intellectual Property

Each Party retains all right, title, and interest in and to the Confidential Information and intellectual property that the Party owned, controlled, or developed independently of the contemplated project.

No disclosure under this Agreement transfers ownership of any Confidential Information, patent, patent application, copyright, trademark, trade secret, design, software, technology, know-how, or other intellectual-property right.

Except as expressly agreed in a separate written agreement, no license or other intellectual-property right is granted by either Party through this Agreement.

8. Project Inventions and Newly Developed Intellectual Property

This Agreement is intended to govern confidentiality only.

It does **not** determine:

- (a) ownership of inventions, discoveries, designs, software, processes, improvements, research results, prototypes, or other intellectual property created during a project;
- (b) patent inventorship;
- (c) assignment of patent or other intellectual-property rights;
- (d) royalty, licensing, equity, or revenue-sharing rights; or
- (e) ownership of project deliverables.

If the Parties proceed with research, prototyping, product development, or other paid services, ownership and commercial rights relating to newly developed intellectual property shall be addressed in a separate written Prototype Development & Technical Services Agreement, Statement of Work, Intellectual Property Agreement, or similar agreement signed by the Parties.

Nothing in this Agreement shall be interpreted as requiring either Party to assign an invention or intellectual-property right to the other Party.

9. Independent Business Activities

Nothing in this Agreement prevents either Party from working with other customers, businesses, engineers, consultants, suppliers, or organizations, including those involved in similar industries or technologies, provided that the Party does not use or disclose the other Party's Confidential Information in violation of this Agreement.

Nothing in this Agreement creates an exclusive business relationship between the Parties.

10. No Obligation to Proceed

Neither Party is required to enter into a business relationship, purchase services, provide services, develop a product, fund development, or enter into any additional agreement merely because this Agreement has been signed.

Either Party may discontinue discussions at any time.

11. No Warranty Regarding Disclosed Information

Unless otherwise agreed in writing, Confidential Information is provided for evaluation and discussion purposes and is provided without representation or warranty regarding its accuracy, completeness, commercial viability, patentability, fitness for a particular purpose, or non-infringement.

Nothing in this Section limits obligations that may later be established under a separate written services agreement.

12. Return or Destruction of Confidential Information

Upon written request from the Disclosing Party, the Receiving Party shall, within a reasonable period of time, return or destroy Confidential Information in its possession or control.

The Receiving Party may retain:

- (a) one archival copy when reasonably necessary for legal, insurance, accounting, or compliance purposes; and
- (b) information contained in routine electronic backup systems where deletion would be impractical.

Any retained Confidential Information remains subject to the confidentiality obligations of this Agreement.

13. Confidentiality Period

This Agreement applies to Confidential Information disclosed beginning on the Effective Date and continuing until either Party terminates this Agreement by written notice.

For Confidential Information disclosed while this Agreement is in effect, the Receiving Party's confidentiality and restricted-use obligations shall continue for **five (5) years from the date of disclosure**.

Notwithstanding the five-year period above, information qualifying as a trade secret under applicable law shall remain protected for as long as the information continues to qualify as a trade secret.

Termination of discussions or termination of this Agreement does not eliminate confidentiality obligations relating to information previously disclosed.

14. Remedies

The Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause harm for which monetary damages alone may not provide an adequate remedy.

Subject to applicable law, the Disclosing Party may seek appropriate injunctive or equitable relief in addition to any other remedies available under law or contract.

Nothing in this Section guarantees that a court will grant any particular remedy.

15. Relationship of the Parties

This Agreement does not create a partnership, joint venture, employment relationship, fiduciary relationship, agency relationship, or other legal relationship between the Parties other than the confidentiality obligations expressly described in this Agreement.

Neither Party has authority to bind or act on behalf of the other Party unless expressly authorized in a separate written agreement.

16. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, without regard to its conflict-of-law principles.

The Parties consent to jurisdiction in the appropriate state courts located in the Oregon county in which Moe's Custom Prototyping Studio maintains its principal place of business and, when federal jurisdiction exists, the United States District Court for the District of Oregon.

17. Assignment

Neither Party may assign this Agreement to another person or entity without the prior written consent of the other Party, except in connection with a merger, acquisition, reorganization, or sale of substantially all of the assigning Party's business or assets related to the Purpose.

Any permitted successor shall remain bound by this Agreement.

18. Entire Agreement Regarding Confidentiality

This Agreement represents the complete understanding between the Parties concerning confidentiality of information disclosed for the Purpose and supersedes prior oral or written confidentiality understandings concerning the same subject matter.

A subsequent written services agreement, Statement of Work, intellectual-property agreement, or other agreement may supplement or modify this Agreement if it expressly states the Parties' intention to do so.

19. Amendments and Waiver

Any amendment to this Agreement must be in writing and signed by both Parties.

Failure by either Party to enforce a provision of this Agreement does not constitute a waiver of that provision or any other provision.

20. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the maximum extent permitted by law.

The invalid or unenforceable provision shall be interpreted or modified, where legally permissible, to most closely reflect the Parties' original intent.

21. Electronic Signatures and Counterparts

This Agreement may be signed electronically and in counterparts.

Electronic signatures, scanned signatures, and signatures executed through an electronic-signature service shall have the same effect as original signatures to the extent permitted by applicable law.

Each signed counterpart shall be treated as an original, and together the counterparts constitute one agreement.

SIGNATURES

The Parties acknowledge that they have read and agree to the terms of this Mutual Non-Disclosure and Confidentiality Agreement.

MOE'S CUSTOM PROTOTYPING STUDIO

Legal Name: _____

Business Name: Moe's Custom Prototyping Studio

By: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____

CLIENT / OTHER PARTY

Individual or Legal Entity Name:

By: _____

Name: _____

Title, if applicable: _____

Signature: _____

Date: _____

Email: _____