

Mutual Non-Disclosure Agreement

Version: 1.0

Effective Date: _____

Prepared By:

Grey Sentinel Systems LLC

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Purpose:

This Mutual Non-Disclosure Agreement establishes the confidentiality obligations between Grey Sentinel Systems LLC and the Client for the purpose of evaluating, discussing, or engaging in potential or ongoing business activities.

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date above by and between:

Grey Sentinel Systems LLC, a Texas limited liability company (“Party” or “Discloser/Recipient”), and **The Client**, an individual or organization (“Party” or “Discloser/Recipient”).

Each may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The Parties wish to exchange certain confidential and proprietary information for the purpose of evaluating or conducting potential business activities (“Purpose”).

2. Definition of Confidential Information

“Confidential Information” includes all non-public information disclosed by either Party, whether oral, written, electronic, or otherwise, including but not limited to:

- business plans, strategies, and operations
- technical data, system designs, architecture diagrams
- security assessments, reports, or findings
- financial information
- client or vendor information
- intellectual property
- any materials marked or reasonably understood to be confidential

3. Exclusions

Confidential Information does **not** include information that:

1. is or becomes publicly available without breach of this Agreement
2. is received from a third party without restriction
3. is independently developed without reference to the Confidential Information
4. is required to be disclosed by law or court order (with prompt notice to the other Party)

4. Obligations of the Parties

Each Party agrees to:

- maintain the confidentiality of the other Party’s information

- use the information solely for the Purpose
- restrict disclosure to employees or contractors with a legitimate need to know
- protect the information using reasonable administrative, technical, and physical safeguards

5. No License

Nothing in this Agreement grants any license or rights to the Confidential Information except as expressly stated.

6. Term & Survival

This Agreement begins on the Effective Date and continues for **three (3) years** unless terminated earlier.

Confidentiality obligations survive for **five (5) years** after termination.

7. Return or Destruction of Materials

Upon request, each Party will promptly return or destroy all Confidential Information and certify such destruction if requested.

8. Remedies

Unauthorized disclosure may cause irreparable harm. The Parties agree that injunctive relief may be appropriate in addition to any other remedies available at law.

9. Governing Law

This Agreement is governed by the laws of the **State of Texas**, without regard to conflict-of-law principles.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements regarding confidentiality.

SIGNATURES

Grey Sentinel Systems LLC

By: _____ Name: _____

Title: _____ Date: _____

Client

By: _____ Name: _____

Title: _____ Date: _____

CONFIDENTIAL