Non-Disclosure Agreement (NDA)

Usage Guidelines

This Non-Disclosure Agreement (NDA) template is approved for use when exchanging confidential information with external parties. Please note:

- Do not modify this template without Legal Department approval
- This template is intended for standard business discussions only
- For specialized situations (M&A, partnerships, etc.), contact legal@quantumdynamics.com
- Complete all highlighted sections before sending

Template Instructions

1. Replace all highlighted text with appropriate information
2. Send to counterparty for review as a PDF
3. If counterparty requests changes, forward to legal@quantumdynamics.com
4. Once finalized, obtain signatures via DocuSign
5. Store executed agreement in the Legal Contract Repository

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of **[EFFECTIVE DATE]** (the "Effective Date") by and between:

Quantum Dynamics, Inc., a Delaware corporation with its principal place of business at 123 Innovation Way, San Francisco, CA 94105 ("Company")

and

[COUNTERPARTY NAME], a **[ENTITY TYPE]** with its principal place of business at **[ADDRESS]** ("Counterparty").

Company and Counterparty may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The Parties wish to explore a potential business relationship relating to **[DESCRIBE PURPOSE]** (the "Purpose"). In connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information, and the Parties wish to protect such information in accordance with this Agreement.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary," or some similar designation, or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to:

a) Technical information, including patent and patent applications, trade secrets, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and hardware configuration information;

b) Business information, including financial information, procurement requirements, purchasing, customer lists, investors, employees, business and marketing plans, and sales;

c) The terms and conditions of this Agreement; and

d) The existence of the discussions or negotiations between the Parties concerning the Purpose.

Confidential Information shall not include any information that:

i) was publicly known and generally available in the public domain prior to the time of disclosure by the Disclosing Party;
ii) becomes publicly known and generally available after disclosure by the Disclosing Party through no action or inaction of the Receiving Party;
iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's files and records;
iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or
v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

3. NON-DISCLOSURE AND NON-USE OBLIGATIONS

The Receiving Party shall:

a) maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care;

b) not disclose any Confidential Information to any person or entity other than its officers, employees, consultants, and agents who need access to

such Confidential Information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those in this Agreement;

c) not use the Disclosing Party's Confidential Information for any purpose outside the scope of the Purpose; and

d) promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of the Confidential Information and cooperate with the Disclosing Party to protect against and remediate such unauthorized use or disclosure.

4. REQUIRED DISCLOSURE

If the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing prior to such disclosure, if permitted by law, in order to give the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. The Receiving Party shall only disclose that portion of the Confidential Information that it is legally required to disclose.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and remain in effect for a period of [**TERM, TYPICALLY 2-5 YEARS**] years, unless terminated earlier by mutual written agreement of the Parties. Notwithstanding the termination of this Agreement, the Receiving Party's obligations with respect to the Disclosing Party's Confidential Information shall survive for a period of [**TYPICALLY 3-5 YEARS**] years from the date of termination.

6. REMEDIES

Each Party acknowledges that any breach of this Agreement may cause irreparable harm to the other Party for which monetary damages may be inadequate. Accordingly, either Party may seek injunctive relief and any other available equitable remedies to enforce the terms of this Agreement, without posting bond or other security.

7. GENERAL PROVISIONS

a) **Assignment**: Neither Party may assign this Agreement without the prior written consent of the other Party.

b) **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of [**STATE**], without regard to its conflicts of law principles.

c) **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes

all prior or contemporaneous oral or written agreements concerning such subject matter.

d) **Amendments**: This Agreement may only be amended by a written document signed by both Parties.

e) **No License**: Nothing in this Agreement is intended to grant any rights under any patent, copyright, or other intellectual property rights of either Party, nor shall this Agreement grant any Party any rights in or to the other Party's Confidential Information except as expressly set forth herein.

f) **No Warranty**: ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

g) **Severability**: If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

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

QUANTUM DYNAMICS, INC.

By: _____ Name: [**AUTHORIZED SIGNATORY**] Title: [**TITLE**] Date: _____

[**COUNTERPARTY NAME**]

By: _____ Name: [**AUTHORIZED SIGNATORY**] Title: [**TITLE**] Date: _____