

Mutual Non-Disclosure Agreement - Client / Company

SS-LEG-NDA-001 | Revision 01 | Standard Form

Effective Date	_____
SharpSigma Party	SharpSigma [LEGAL ENTITY NAME]
Other Party	[OTHER PARTY LEGAL NAME]

LEGAL REVIEW REQUIRED BEFORE PRODUCTION USE. This standard form contains placeholder legal-entity and governing-law fields that must be finalized before execution.

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the Effective Date above by and between **SharpSigma [LEGAL ENTITY NAME]**, with an address at [ADDRESS] ("SharpSigma"), and **[OTHER PARTY LEGAL NAME]**, with an address at [ADDRESS] ("Company"). Each may be a "Party" and together the "Parties."

1. Purpose

The Parties wish to exchange information for the limited purpose of evaluating, discussing, scoping, quoting, performing, or supporting a potential or actual engagement between them (the "Purpose"). Neither Party is obligated to proceed with any transaction, project, purchase, engagement, or other relationship merely because information is exchanged.

2. Confidential Information

"Confidential Information" means non-public information disclosed by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether before or after the Effective Date and whether in written, visual, electronic, oral, physical, sample, model, or other form, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. It may include drawings, CAD and 3D models, specifications, tolerances, BOMs, materials, designs, inventions, prototypes, samples, tooling, fixtures, test methods and results, manufacturing and process information, quality data, supplier and customer information, pricing, quotations, cost models, forecasts, business plans, software, source code, algorithms, data, AI-related materials, security information, trade secrets, and the existence or substance of discussions between the Parties.

3. Exclusions

Confidential Information does not include information the Receiving Party can demonstrate: (a) was lawfully known without confidentiality restriction before disclosure; (b) becomes public through no breach of this Agreement; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

4. Use and protection

The Receiving Party will: (a) use Confidential Information only for the Purpose; (b) protect it using at least reasonable care and no less than the care used for its own information of similar sensitivity; (c) disclose it only to personnel, professional advisers, and permitted contractors who have a need to know for the Purpose and are bound by confidentiality obligations; and (d) not reverse engineer, decompile, disassemble, analyze, reproduce, or otherwise use tangible items or technical materials except as reasonably necessary for the Purpose or as expressly authorized in writing.

5. Required disclosure

If the Receiving Party is legally compelled to disclose Confidential Information, it may do so only to the extent legally required and, where legally permitted, will give prompt notice to the Disclosing Party and reasonable assistance in seeking protective treatment.

6. Ownership; no license

All Confidential Information remains the property of the Disclosing Party or its applicable owner. No intellectual-property right, license, assignment, warranty, or other right is granted by disclosure except the limited right to use the information for the Purpose. Each Party retains ownership of its pre-existing intellectual property.

7. Approved delivery resources

SharpSigma may disclose Company Confidential Information to suppliers, subcontractors, consultants, or specialists only where reasonably necessary to evaluate or perform the applicable work and only where such recipient is subject to confidentiality obligations that are at least reasonably protective of the information. SharpSigma remains responsible for its own compliance with this Agreement. Project-specific restrictions communicated and accepted in writing before disclosure will control.

8. Return or destruction

Upon written request or when the Purpose ends, the Receiving Party will promptly return or destroy Confidential Information, except for archival copies retained automatically or as required by law, regulation, professional obligation, insurance, or bona fide record-retention policy. Any retained Confidential Information remains protected by this Agreement.

9. Security and incidents

Each Receiving Party will maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the Confidential Information. It will notify the Disclosing Party without undue delay after becoming aware of unauthorized access, use, or disclosure that materially affects the Disclosing Party's Confidential Information and will reasonably cooperate in mitigation.

10. Regulated and export-controlled information

This Agreement does not by itself authorize transfer of controlled unclassified information, personal health information, export-controlled technical data, classified information, or other specially regulated data. Before transferring such information, the Disclosing Party must identify the applicable restrictions and the Parties must confirm in writing that the required handling, location, personnel, security, and legal controls are in place.

11. Term and survival

This Agreement begins on the Effective Date and continues for three (3) years unless replaced or terminated in writing. Confidentiality and restricted-use obligations for information disclosed during the term continue for five (5) years after disclosure; trade secrets will be protected for so long as they remain trade secrets under applicable law. The Parties may agree to different periods in writing for a specific engagement.

12. No warranty; no commitment

Confidential Information is provided "as is" for evaluation and the Purpose. Unless stated in a definitive written agreement, neither Party makes a representation or warranty regarding completeness or accuracy, and neither Party is required to disclose any information or enter into any transaction.

13. Remedies

The Parties acknowledge that unauthorized use or disclosure may cause harm that may not be adequately remedied by damages alone. Subject to applicable law, the Disclosing Party may seek appropriate injunctive or equitable relief in addition to other available remedies.

14. General

This Agreement constitutes the entire agreement between the Parties concerning confidentiality for the Purpose and supersedes prior discussions on that subject, unless a later written agreement expressly supersedes it. Amendments and waivers must be in writing and authorized by both Parties. Neither Party may assign this Agreement except in connection with a merger, reorganization, sale of substantially all relevant assets, or with the other Party's written consent. If a provision is unenforceable, the remaining provisions remain effective. Counterparts and legally valid electronic signatures may be used.

15. Governing law and venue

This Agreement will be governed by the laws of [PROVINCE/STATE AND COUNTRY TO BE CONFIRMED BY COUNSEL], without regard to conflict-of-law principles. The Parties submit to the courts or dispute-resolution forum specified in the executed version of this Agreement.

Signatures

SharpSigma [LEGAL ENTITY NAME]	[OTHER PARTY LEGAL NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Drafting note: replace all bracketed fields and obtain qualified legal review for SharpSigma's legal entity, governing law, jurisdiction, confidentiality periods, remedies, privacy/data requirements, export controls, and intended cross-border use before publishing this document as an executable agreement.