

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made effective as of the date of signature by both parties.

BETWEEN:

Tecventions LLC

[Your business address]

("Tecventions", "we", or "our")

AND:

The undersigned disclosing party

("Client", "you", or "your")

Collectively referred to as the "Parties".

1. Purpose

The Parties wish to engage in discussions and exchange confidential information relating to product ideas, inventions, designs, or business strategies ("Purpose"). This Agreement is intended to prevent the unauthorized disclosure of such confidential information.

2. Definition of Confidential Information

"Confidential Information" means any information disclosed by either party-whether written, oral, graphic, or electronic-that is not generally known to the public, including but not limited to technical data, trade secrets, know-how, ideas, product designs, drawings, business plans, customer lists, and marketing information.

3. Obligations of Receiving Party

Each party agrees to:

- Use the Confidential Information only for evaluating the Purpose.
- Keep the Confidential Information confidential and not disclose it to any third party without prior written consent.
- Take reasonable precautions to protect the confidentiality of the information.
- Not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects provided.

4. Exclusions from Confidential Information

Confidential Information does not include information that:

- Was known to the receiving party prior to disclosure;
- Becomes publicly available through no fault of the receiving party;
- Is disclosed by a third party lawfully and without confidentiality obligations; or
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

5. Term and Termination

This Agreement shall remain in effect for 3 years from the date of last disclosure. Either party may terminate discussions at any time, but the confidentiality obligations shall survive termination for the duration of this Agreement.

6. No License

Nothing in this Agreement grants the receiving party any rights in or to the Confidential Information, except as expressly set forth herein.

7. No Obligation to Proceed

This Agreement does not obligate either party to proceed with any transaction or relationship.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire,

without regard to its conflict of law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements regarding the subject matter.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the dates set forth below.

Tecventions LLC

By: _____

Name: _____

Title: _____

Date: _____

Client

By: _____

Name: _____

Company (if applicable): _____

Email: _____

Date: _____