

Mutual Non-Disclosure Agreement

SmartFab Solutions — Template (placeholder). Replace with the executed copy supplied by SmartFab counsel before signing.

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between SmartFab Solutions ("SmartFab") and the counterparty identified in the signature block (the "Counterparty," and together with SmartFab, the "Parties").

1. Purpose

The Parties wish to evaluate a potential business relationship involving the sourcing, quoting, and manufacture of hardware (the "Purpose"). In connection with the Purpose, each Party may disclose to the other certain Confidential Information.

2. Confidential Information

"Confidential Information" means any non-public information disclosed by one Party ("Discloser") to the other ("Recipient"), in any form, that is identified as confidential or that a reasonable person would understand to be confidential, including without limitation Gerbers, BOMs, CAD/STEP files, drawings, specifications, prices, supplier information, and business plans.

3. Obligations

Recipient will (a) use Confidential Information solely for the Purpose, (b) protect it with at least the same degree of care it uses for its own confidential information (and no less than a reasonable degree of care), and (c) limit access to employees, contractors, and supplier partners with a need to know who are bound by written obligations at least as protective as those in this Agreement.

4. Exclusions

Confidential Information does not include information that (a) is or becomes public through no fault of Recipient, (b) was known to Recipient without confidentiality obligation prior to disclosure, (c) is received from a third party without restriction, or (d) is independently developed without use of Discloser's Confidential Information.

5. Term

This Agreement is effective on the Effective Date and continues for two (2) years. Obligations of confidentiality survive for an additional three (3) years after termination, or indefinitely with respect to trade secrets.

6. No License; No Warranty

No license under any intellectual property right is granted by this Agreement. All Confidential Information is provided "as is."

7. Governing Law

This Agreement is governed by the laws of the State of [JURISDICTION], without regard to its conflict of laws principles.

SmartFab Solutions

Name: _____

Title: _____

Date: _____

Counterparty

Company: _____

Name: _____

Title: _____

Date: _____

This is a non-binding placeholder template provided for convenience. Please contact sales@smartfabsolutions.com to receive the executable version reviewed by SmartFab counsel.