



## **MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into **February 18, 2021** between **REPUTATIONS LLC** and \_\_\_\_\_, each in connection with Confidential Information (as defined below) provided by it or on its behalf, the “Disclosing Party” and, in connection with the Confidential Information received by it or on its behalf, the “Receiving Party”, and together the “Parties.”

WHEREAS, each Party to this Agreement may be receiving from the other Party or its officers, directors, agents, employees, affiliates or representatives, including advisers and legal counsel (collectively, “Representatives”) information of a confidential and non-public nature for use by it and its Representatives in connection with discussions for the purpose of exploring and consummating a contract for services between the Parties. The Parties desire to protect the confidentiality of such information in accordance with the terms of this Agreement. IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN SET FORTH, THE PAR.

1. For the purpose of this Agreement, “Confidential Information” shall mean written information received by one Party from the other which is marked as “Confidential” and/or “Proprietary” or with such other similar legend. Information initially furnished verbally or visually and identified beforehand as confidential and/or proprietary at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the Receiving Party of all obligations of protection with respect to said disclosed information thereafter.
2. For a period of five (5) years from the date of receipt, the Receiving Party shall maintain all Confidential Information in confidence and shall not disclose same other than to employees who, by direction or agreement, are subject to nondisclosure obligation substantially similar to those set forth herein. In protecting such information from disclosure, the Receiving Party shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. If the foregoing requirements are met, a Receiving Party shall not be liable for inadvertent disclosure. Each Receiving Party further agrees that it will not (i) use any Confidential Information received from the other

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except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a “need to know,” or (iii) make unnecessary copies of same. Each Disclosing Party agrees to use reasonable efforts to examine all material prior to disclosure and to limit any claim for confidential treatment to information that it believes, in good faith, is of a private and proprietary nature.

3. The restrictions herein shall apply only during the period set forth in Section 2 above and shall not apply with respect to Confidential Information which:

- 3.1. Is or becomes known to the general public without breach of this Agreement; or
- 3.2. Was previously known to the Receiving Party or was possessed by it without restriction prior to any disclosure hereunder; or
- 3.3. Is or has been lawfully disclosed to a Receiving Party by a third party without an obligation of confidentiality; or
- 3.4. Is independently developed by a Party without access to or use of the Confidential Information; or
- 3.5. Is disclosed pursuant to judicial action or Government regulations, provided the Receiving Party notifies the other prior to such disclosure and cooperates with the other in the event the other elects to legally contest and avoid such disclosure.

4. Except as expressly herein provided, no rights, licenses or relationships whatsoever are to be inferred or implied by the furnishing of Confidential Information specified above or pursuant to this Agreement. Neither of the Parties makes any covenants, warranties or representations with respect to the accuracy or completeness of any Confidential Information disclosed hereunder.

5. All tangible information, including drawings, specifications and other information disclosed hereunder by the Disclosing Party shall remain the property of the Disclosing Party. The Receiving Party promptly shall return Confidential Information, including any and all copies thereof, to the Disclosing Party, and shall cease any further use thereof, upon written request of the Disclosing Party, provided that the Receiving Party may retain an archival copy for use (on a confidential basis) solely in the adjudication of a dispute pertaining to this Agreement. In lieu of the foregoing, the Receiving Party, upon mutual consent, may destroy all copies of the Confidential Information.

6. The Receiving Party shall not export, directly or indirectly, any Confidential Information or any products utilizing such data unless it first complies with any applicable laws and regulations pertaining thereto, including, but not limited to, UNITED STATES OF AMERICA export laws and regulations.

7. Should there be any dispute, controversy or claim arising under or relating to the Agreement which the parties cannot amicably resolve within a thirty (30) day period after either party hereto has placed such dispute or matter in written form, either party may seek binding arbitration by the American Arbitration Association. Unless otherwise agreed to by the parties, the arbitration hearing shall take place in the United States of America. The arbitrator, as part of the ruling, shall have the right to assess fees and costs as appropriate among the parties participating in the arbitration. In the absence of any filing on the part of the arbitrator allocating fees and costs among the parties, the parties shall bear equally fees and costs associated with the arbitration. Judgment upon any award rendered by the arbitrator may be entered by the Court having jurisdiction thereof. This paragraph shall survive the termination of this Agreement. This Agreement shall be interpreted under the laws of the state of jurisdiction in which the arbitration was heard, and no punitive damages will be allowed in any action.

8. The term of this Agreement shall commence upon the date first written above and shall terminate five (5) years thereafter. Only information communicated between the parties during said term shall be subject to the protection of this Agreement. Notwithstanding the above term of this Agreement, the Receiving Party shall comply with the terms hereof so long as it shall possess Confidential Information within the time specified in Section 2.

9. This is the entire Agreement between the parties concerning the exchange and protection of Confidential Information and it supersedes any prior written or oral agreements relating hereto and may not be amended or modified except by subsequent agreement in writing signed by duly authorized representative of the Parties. The Agreement shall be subject to and construed in accordance with the laws of the United States of America.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.



For **REPUTATIONS LLC**

*Abhishek. P*  
*Director*

Client: \_\_\_\_\_

*Name -*  
*Title -*