

Mutual NonDisclosure Agreement

Mutual NonDisclosure Agreement (2Year)

Last Updated: September 9, 2025

This Mutual NonDisclosure Agreement ("Agreement") is between Effitech IT Solutions, LLC ("Effitech") and the undersigned client ("Client").

1. PURPOSE

To enable discussions and services during which either party may disclose confidential information ("Confidential Information").

2. CONFIDENTIAL INFORMATION

Nonpublic information disclosed by a party ("Disclosing Party") to the other ("Receiving Party") in any form, including business, technical, financial, system, network, security, and personal data, as well as documentation, credentials, and configurations. Marking "confidential" is helpful but not required if the nature/circumstances are confidential.

3. EXCLUSIONS

Information is not confidential if the Receiving Party can show it: (a) is or becomes public through no breach; (b) was known without duty of confidentiality before disclosure; (c) is independently developed without use of the other's information; or (d) was lawfully received from a third party without restriction.

4. OBLIGATIONS

Receiving Party will: (a) use Confidential Information only for evaluating/performing services; (b) protect it with at least reasonable care; (c) disclose only to personnel with a needto know under obligations no less protective; (d) not reverse engineer materials containing the other's trade secrets; (e) promptly notify of unauthorized use/disclosure and mitigate; (f) return or securely destroy Confidential Information on request, retaining only what lawfully must be kept (subject to continued confidentiality).

5. REQUIRED DISCLOSURE

If compelled by law, the Receiving Party may disclose only what is legally required and will (where lawful) give prompt notice to allow the Disclosing Party to seek protective measures.

6. TERM

This Agreement is effective on the signature date and remains in force for two (2) years. The confidentiality obligations survive for two (2) years from each disclosure.

7. REMEDIES

Breach may cause irreparable harm. The Disclosing Party may seek injunctive relief in addition to other remedies.

8. NO LICENSE

No license or ownership is granted by disclosure; all rights remain with the Disclosing Party.

9. GOVERNING LAW & VENUE

Maryland law; exclusive venue in Wicomico County, Maryland courts.

10. MISCELLANEOUS

Entire agreement on confidentiality; amendments must be written and signed; invalid provisions are severed; counterparts and electronic signatures permitted.

SIGNATURES

Effitech IT Solutions, LLC (Provider) Client

By: _____ By: _____

Name: Michael Perdue, Owner Name/Title: _____

Date: _____ Date: _____