

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is entered into as of May 9, 2026 (the "Effective Date") by and between Acme Innovations Inc., with its principal place of business at 100 Main St, San Francisco, CA 94105 ("Discloser"), and Beta Ventures LLC, with its principal place of business at 200 Market St, Boston, MA 02109 ("Recipient"). Discloser and Recipient are each a "Party" and collectively the "Parties".

Recitals

WHEREAS, each Party possesses certain confidential and proprietary information relating to evaluating a strategic partnership;

WHEREAS, the Parties wish to set forth the terms under which such information may be disclosed;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

"Confidential Information" means all non-public information disclosed by one Party (the "Discloser") to the other Party (the "Recipient") in connection with the purpose stated above, including but not limited to product roadmap, source code, financial projections, and customer lists, whether disclosed orally, in writing, or in any other form.

Confidential Information excludes information that: (a) is or becomes publicly available through no breach of this Agreement by the Recipient; (b) is rightfully received by the Recipient from a third party without breach of any confidentiality obligation; (c) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, as evidenced by written records; or (d) is required to be disclosed by law, regulation, or court order, provided the Recipient gives prompt written notice to the Discloser to permit the Discloser to seek protective measures.

2. Permitted Use

The Recipient shall use Confidential Information solely for the purpose of evaluating a strategic partnership. The Recipient shall not use Confidential Information for any other purpose without the prior written consent of the Discloser.

3. Obligations of the Recipient

The Recipient shall:

- Protect Confidential Information using the same degree of care it uses to protect its own confidential information of similar nature, but in no event less than reasonable care;
- Limit access to Confidential Information to employees, contractors, and advisors who have a legitimate need to know and who are bound by written confidentiality obligations at least as restrictive as this Agreement;
- Not disclose Confidential Information to any third party without the prior written consent of the Discloser, except as required by law with prompt written notice to the Discloser.

4. Term and Survival

This Agreement shall commence on the Effective Date and continue for a period of 3 years, unless earlier terminated by either Party upon thirty (30) days' written notice to the other Party. The obligations of the Recipient with respect to Confidential Information shall survive termination of this Agreement for the duration of the confidentiality period.

5. Return or Destruction of Materials

Upon the written request of the Discloser, or upon termination of this Agreement, the Recipient shall, at the Discloser's election, either return or certify the destruction of all Confidential Information in tangible form and all copies thereof in the Recipient's possession or control, except that the Recipient may retain one archival copy for legal compliance purposes.

6. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall solicit for employment or hire any employee of the other Party who has had access to Confidential Information, without the prior written consent of the other Party. This restriction shall not apply to general solicitations not specifically targeted at the other Party's employees.

7. No License; No Warranty

No license or rights in any Confidential Information are granted or implied by this Agreement. Confidential Information is provided "as is" without warranty of any kind, express or implied, including any warranty of merchantability, fitness for a particular purpose, or non-infringement.

8. Remedies

The Recipient acknowledges that breach of this Agreement may cause irreparable harm for which monetary damages are an inadequate remedy. Accordingly, the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to any other remedies available at law or in equity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-law principles.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. No amendment or modification of this Agreement shall be effective unless made in writing and signed by both Parties.

12. Disclaimer

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