MUTUAL NON-DISCLOSURE AGREEMENT

Mutual template for preliminary OEM battery pack evaluation. Clients may also submit their own corporate MNDA.

1. PARTIES & MUTUAL ROLES

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into on _____ (the "Effective Date") by and between Party A: _____, with registered address at _____, and Party B: _____, with registered address at _____ (each a "Party" and together the "Parties"). Under this Agreement, either Party may disclose Confidential Information to the other. With respect to any disclosure, the disclosing Party is the "Disclosing Party" and the receiving Party is the "Receiving Party."

2. PURPOSE & CONFIDENTIAL INFORMATION

The Parties wish to exchange confidential technical and commercial information solely for evaluating, quoting, and conducting agreed technical verification for a potential custom battery pack OEM/ODM project between the Parties (the "Purpose").

"Confidential Information" means any non-public technical, engineering, or business information disclosed by or on behalf of a Disclosing Party in oral, written, electronic, or physical sample form, including equipment drawings, mechanical CAD files, battery pack specifications, BMS schematics and firmware parameters, cell/BOM data, test reports, pricing, customer or partner lists, and proprietary manufacturing know-how.

3. CONFIDENTIALITY OBLIGATIONS & PERMITTED RECIPIENTS

Each Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care it uses for its own confidential information (and no less than reasonable care), use it solely for the Purpose, and not disclose, copy, modify, or reverse-engineer it without prior written consent. The Receiving Party may share Confidential Information strictly on a need-to-know basis with its employees, engineers, professional advisors, and accredited testing laboratories or sub-tier technical contractors engaged for the Purpose, provided they are bound by written confidentiality obligations no less protective than this Agreement.

4. STANDARD EXCLUSIONS

Confidential Information excludes information that the Receiving Party can demonstrate: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully in its possession prior to disclosure without confidentiality restrictions; (c) is independently developed without use of or reference to the Disclosing Party's Confidential Information; or (d) must be disclosed by law or court order, provided prompt prior written notice is given where legally permitted.

5. TERM, SURVIVAL & RETURN OF INFORMATION

This Agreement remains in effect for _____ years (default: 3 years if left blank) from the Effective Date. Each Party's confidentiality obligations for any disclosed item continue for _____ years (default: 3 years if left blank) from the date of its disclosure, regardless of any earlier expiration or termination of this Agreement or of project discussions. Upon termination of discussions or written request, the Receiving Party shall promptly return or destroy all documents, drawings, samples, and electronic copies containing Confidential Information (excluding routine automated backups retained under continuing confidentiality).

6. OWNERSHIP, NO LICENSE & NON-ASSIGNMENT

All Confidential Information remains the sole property of the Disclosing Party. Nothing in this Agreement grants any license, intellectual property right, or obligation to enter into a commercial agreement. Neither Party may assign or amend this Agreement without the prior written consent of both Parties.

7. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the laws of _____ (excluding conflict-of-law rules). Any dispute arising out of or relating to this Agreement shall be resolved by _____ (competent courts or arbitration seated in _____, as agreed by the Parties).

PARTY A (AUTHORIZED SIGNATORY)

Legal Entity: _____

Full Name: _____

Title: _____

Signature: _____

Date: _____

PARTY B (AUTHORIZED SIGNATORY)

Legal Entity: _____

Full Name: _____

Title: _____

Signature: _____

Date: _____