

PERPETUAL CORE

Mutual Nondisclosure Agreement

Two-way confidentiality for evaluation, sales, partnership, and implementation discussions

Form version: August 29, 2026 | Provider: THE PERPETUAL CORE LLC, a New York limited liability company

IMPORTANT: This is a negotiation-ready starting form, not legal advice. Complete all brackets, attach deployment-specific exhibits, and obtain counsel review before signature.

This Mutual Nondisclosure Agreement ("NDA") is entered as of [EFFECTIVE DATE] by and between THE PERPETUAL CORE LLC and [COUNTERPARTY LEGAL NAME].

1. Purpose

The Parties may disclose information to evaluate or pursue [DESCRIBE PURPOSE] (the "Purpose").

2. Confidential Information

Confidential Information means non-public business, technical, financial, product, security, customer, personnel, and strategic information disclosed in any form that is marked confidential or reasonably should be understood as confidential. It includes notes and analyses derived from such information.

3. Exclusions

Confidential Information does not include information the receiving Party can document was public without breach, already known without duty, independently developed without use, or rightfully received from a third party without duty.

4. Protection and use

The receiving Party will use Confidential Information only for the Purpose, protect it with at least reasonable care, and disclose it only to personnel, affiliates, financing sources, and professional advisers who need to know and are bound by confidentiality duties at least as protective.

5. Required disclosure

A receiving Party may disclose information required by law after prompt notice where legally permitted and reasonable assistance in seeking protective treatment.

6. Return or destruction

On written request, the receiving Party will return or destroy Confidential Information, except archival copies required by law or retained in routine backups subject to continuing protection.

7. No license or obligation

No intellectual-property license is granted except the limited right to evaluate information for the Purpose. Neither Party is required to proceed with a transaction, and information is provided without warranty for evaluation.

8. Term

This NDA begins on the Effective Date. Confidentiality duties continue for five years after each disclosure; trade secrets remain protected while they qualify as trade secrets under applicable law.

9. Remedies

Unauthorized use or disclosure may cause irreparable harm for which monetary relief is inadequate. A Party may seek appropriate equitable relief in addition to other remedies, without waiving defenses.

10. General

New York law governs. Exclusive venue lies in state or federal courts in New York County, New York. This NDA is the entire agreement for confidentiality concerning the Purpose and may be amended only in a signed writing. Electronic signatures and counterparts are effective.

Signatures

THE PERPETUAL CORE LLC

By: _____

Name: Lorenzo Daughtry-Chambers

Title: Authorized Representative

Date: _____

COUNTERPARTY

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____