



Mutual Non-Disclosure Agreement (NDA)

Effective Date: _____

Between **Cerebral Robotics, L.L.C.** ("Disclosing/Receiving Party") and

_____ ("Disclosing/Receiving Party")

1. Purpose:

The parties are exploring a potential business relationship involving confidential information related to products, technology, customers, or operations. This Agreement outlines obligations to protect such information.

2. Definition of Confidential Information:

"Confidential Information" includes any non-public information disclosed in any form (written, verbal, electronic, visual, sample, etc.), including but not limited to: business plans, pricing, customer data, technical documents, product designs, prototypes, processes, software, financial or operational information, and any material designated as confidential or that reasonably should be understood to be confidential.

3. Obligations of Parties:

Each party agrees to:

- a) Use Confidential Information only for the Purpose stated above.
- b) Not disclose it to any third party without written permission.
- c) Take reasonable measures to protect confidentiality (no less than those used to protect their own confidential information).

4. Exclusions:

Confidential Information does not include information that:

- a) is or becomes publicly available without breach;
- b) was already lawfully known to the receiving party;
- c) is independently developed without using the confidential information;
- d) is legally required to be disclosed (with prompt notice to the other party where permitted).

5. Term:

Confidentiality obligations will last 3 years from the Effective Date. **Trade secrets and technical data remain protected indefinitely until publicly released by the owner.**

6. Return / Destruction of Materials:

Upon request, the receiving party will return or destroy confidential materials and confirm destruction.

7. No License or Guarantee:

No rights, ownership, or licenses are granted by disclosure. Discussions do not require either party to proceed with any transaction.

8. Governing Law:

This Agreement is governed by the laws of the State of Texas.

Signatures:

Cerebral Robotics, L.L.C.

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____