

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into between Make Anything Solutions, LLC, a limited liability company organized under the laws of the State of Ohio with its principal office at 6 Kovach Drive, Cincinnati, Ohio 45215 ("Make Anything Solutions"), and _____ (please include your complete legal name), an (individual or company) with a mailing address of _____ ("Company"). Collectively referred to as the 'Parties,' and each individually as a 'Party.' This Agreement is effective as of _____, 2025 ("Effective Date").

WHEREAS, the Parties wish to explore a potential business relationship concerning [brief purpose, e.g., "the development and provision of product design and manufacturing services"] (the "Authorized Purpose"), which may require each Party to disclose to the other certain confidential and proprietary information;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means all information disclosed by either Party ("Discloser") to the other ("Recipient") in any form (written, oral, electronic, visual, etc.) that a reasonable person would understand to be confidential given the nature of the information or the circumstances surrounding its disclosure.

2. Obligations of Recipient

Recipient shall:

- Keep the Confidential Information in strict confidence;
- Disclose it only to employees, agents, or representatives who have a need to know for the Authorized Purpose and who are bound by obligations of confidentiality no less restrictive than those in this Agreement;
- Use it solely for the Authorized Purpose; and
- Not reverse engineer, disassemble, or decompile any tangible objects that embody Confidential Information.

3. Exclusions

Confidential Information shall not include information that:

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- Is or becomes publicly available through no breach of this Agreement;
- Was known to the Recipient without restriction before receipt;
- Is received from a third party lawfully;
- Is independently developed by Recipient without use of Discloser's Confidential Information; or
- Is required to be disclosed by law or legal order, provided prompt notice is given to the Discloser to seek a protective order.

4. Compliance with Laws

Each Party agrees to comply with all applicable laws including export control laws of the United States.

5. Ownership and Warranty Disclaimer

All Confidential Information remains the property of the Discloser. It is provided "as is" without warranties of any kind.

6. No Obligation to Proceed

This Agreement does not obligate either Party to enter into any further agreement or business arrangement.

7. Term and Survival

This Agreement shall apply for five (5) years from the Effective Date. The confidentiality and use obligations shall survive for five (5) years following termination or expiration.

8. Return or Destruction of Confidential Information

Upon request, Recipient shall return or destroy all Confidential Information and certify its destruction in writing, except for one archival copy subject to the terms herein.

9. Injunctive Relief

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The Parties agree that breach of this Agreement may cause irreparable harm and that injunctive relief is an appropriate remedy, in addition to other remedies available by law.

10. Miscellaneous

- This Agreement is governed by the laws of the State of Ohio, without regard to conflict of law principles.
- Any assignment must be approved in writing by the other Party.
- Notices shall be in writing and sent to the addresses above.
- If any part of this Agreement is found unenforceable, the rest shall remain in effect.
- This Agreement constitutes the entire agreement and may only be modified in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Make Anything Solutions, LLC

Company

By: _____

By: _____

Name: Andrey Feldman

Name: _____

Title: Founding Partner

Title: _____