**Mutual Non-Disclosure Agreement**

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the date signed by both parties ("Effective Date") by and between **Etlworks LLC**, headquartered at 18 Rosemont Line, Pittsburgh, Pennsylvania, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Party"). Collectively referred to as the "Parties."

# 1. Purpose

This Agreement governs the exchange of confidential information ("Confidential Information") between the Parties to explore a potential business relationship (the "Purpose").

# 2. Confidential Information

**Definition:** Confidential Information includes any non-public information disclosed, whether written, electronic, or verbal, including but not limited to:

* Business plans, strategies, and forecasts.
* Financial data, pricing, and costs.
* Software, algorithms, and technical data.
* Customer and vendor details.

**Exclusions:** Confidential Information does not include information that:

1. Was already known to the Receiving Party without confidentiality obligations.
2. Becomes publicly available through no fault of the Receiving Party.
3. Is lawfully received from a third party without restrictions.
4. Is independently developed without using the Disclosing Party's information.

# 3. Obligations of the Receiving Party

The Receiving Party agrees to:

* Use Confidential Information solely for the Purpose.
* Not disclose it to anyone except employees, contractors, or advisors with a need to know and bound by confidentiality obligations.
* Protect the information with reasonable care, at least equal to how it protects its own sensitive information.

Prohibited actions include:

* Modifying, reverse-engineering, or creating derivatives of Confidential Information.
* Using the information in violation of applicable laws or regulations.

# 4. Return or Destruction

Upon request or termination of this Agreement, the Receiving Party must return or destroy all copies of Confidential Information and confirm this in writing.

# 5. Legal Disclosures

If disclosure is required by law, the Receiving Party must provide prompt written notice to the Disclosing Party and cooperate in seeking protective measures.

# 6. Intellectual Property

This Agreement does not grant the Receiving Party any rights to the Disclosing Party's intellectual property, including patents, copyrights, trademarks, or trade secrets.

# 7. Term

This Agreement remains in effect for three (3) years from the Effective Date. Confidentiality obligations extend for five (5) years after termination.

# 8. Remedies

The Disclosing Party may seek injunctive relief or other remedies in case of breach or threatened breach of this Agreement.

# 9. Governing Law

This Agreement is governed by the laws of the Commonwealth of Pennsylvania

# 10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding Confidential Information and supersedes all prior agreements.

# 11. Execution

This Agreement may be signed electronically and in counterparts, each of which is deemed an original.

### Signatures

**Etlworks LLC**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Maksym Sherbinin
Title: CEO
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Other Party**
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_