

# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of [DATE] (the "Effective Date") by and between:

**BEAUTYTECH SERVICES SIA**, a limited liability company registered under the laws of the Republic of Latvia, with registration number **50003881591**, VAT number **LV50003881591**, having its registered office at **Brivibas street 193A, Riga, LV-1039, Latvia**, trading under the brand name "**Pilot Works**" (hereinafter "**Pilot Works**");

and

[**CLIENT COMPANY LEGAL NAME**], a company registered under the laws of [COUNTRY], with registration number [XXXXXXXXXXXX], having its registered office at [ADDRESS] (hereinafter the "**Counterparty**").

Pilot Works and the Counterparty are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

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## 1. PURPOSE

The Parties wish to explore and/or engage in a potential or ongoing business relationship related to **the design, manufacturing, prototyping, and supply of custom mechanical components, sub-assemblies, and related services** (the "**Purpose**"). In connection with the Purpose, each Party may disclose to the other Party certain confidential and proprietary information.

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## 2. CONFIDENTIAL INFORMATION

**2.1 "Confidential Information"** means any non-public information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether disclosed orally, in writing, electronically, visually, or in any other form, that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

**2.2 Confidential Information** includes, without limitation:

- (a) technical drawings, CAD files, CAM files, STEP/STP/IGES files, blueprints, schematics, and specifications;
- (b) product designs, prototypes, samples, and engineering data;
- (c) manufacturing processes, methods, know-how, tooling, and fixtures;
- (d) pricing, quotations, cost structures, and commercial terms;
- (e) business plans, customer lists, supplier lists, and market strategies;
- (f) software, source code, algorithms, and data;
- (g) any other information designated by the Disclosing Party as confidential.

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

- (a) is or becomes publicly available through no fault of the Receiving Party;
- (b) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by written records;
- (c) is lawfully obtained by the Receiving Party from a third party without restriction on disclosure;
- (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by written records.

### 3. OBLIGATIONS OF THE RECEIVING PARTY

#### 3.1 The Receiving Party shall:

- (a) hold all Confidential Information in strict confidence and protect it with at least the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than a reasonable degree of care;
- (b) use the Confidential Information solely for the Purpose and not for any other purpose, including any commercial purpose adverse to the Disclosing Party;
- (c) not disclose, publish, or disseminate Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted in Section 3.2;
- (d) not reverse-engineer, decompile, or disassemble any physical samples, prototypes, or products containing or embodying Confidential Information;
- (e) not file any patent, trademark, design, or other intellectual property application based on or incorporating any Confidential Information of the Disclosing Party.

#### 3.2 The Receiving Party may disclose Confidential Information to its directors, officers, employees, contractors, and professional advisors (collectively, "**Representatives**") who:

- (a) have a legitimate need to know such information for the Purpose;
- (b) are bound by written confidentiality obligations no less restrictive than those set forth in this Agreement; and
- (c) are informed of the confidential nature of the information.

The Receiving Party shall be liable for any breach of this Agreement by its Representatives.

**3.3** If the Receiving Party is required by law, court order, or governmental authority to disclose any Confidential Information, it shall, to the extent legally permitted, promptly notify the Disclosing Party in writing prior to such disclosure to allow the Disclosing Party to seek a protective order or other remedy. The Receiving Party shall disclose only the minimum information required and shall use reasonable efforts to ensure confidential treatment of the disclosed information.

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### 4. INTELLECTUAL PROPERTY

**4.1** All Confidential Information shall remain the exclusive property of the Disclosing Party. No license, express or implied, is granted under any patent, copyright, trademark, trade secret, or other intellectual property right by virtue of disclosure of Confidential Information under this Agreement.

**4.2** Nothing in this Agreement shall be construed as granting either Party any right or obligation to enter into any further commercial agreement.

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### 5. RETURN OR DESTRUCTION OF MATERIALS

**5.1** Upon written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall, within thirty (30) days:

- (a) return all tangible materials containing Confidential Information; or
- (b) at the Disclosing Party's option, destroy such materials (including electronic copies, except those retained in routine backup systems) and provide written certification of such destruction.

**5.2** The Receiving Party may retain one (1) archival copy of Confidential Information solely for the purpose of monitoring its compliance with this Agreement, subject to the continuing confidentiality obligations herein.

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## 6. NO WARRANTY

All Confidential Information is provided "AS IS". The Disclosing Party makes no representations or warranties, express or implied, regarding the accuracy, completeness, or fitness for any particular purpose of the Confidential Information.

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## 7. TERM AND TERMINATION

**7.1** This Agreement shall enter into force on the Effective Date and remain in force for a period of **two (2) years**, unless earlier terminated by either Party upon thirty (30) days' written notice to the other Party.

**7.2** Notwithstanding termination or expiration of this Agreement, the obligations of confidentiality set forth herein shall survive for a period of **five (5) years** from the date of disclosure of the relevant Confidential Information.

**7.3** Confidential Information that constitutes a trade secret under applicable law shall remain protected for as long as it qualifies as a trade secret.

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## 8. REMEDIES

**8.1** Each Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an insufficient remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other equitable remedies, in addition to any other remedies available at law, without the necessity of posting a bond.

**8.2** The exercise of any remedy under this Agreement shall be without prejudice to any other remedy available to the Disclosing Party.

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## 9. GENERAL PROVISIONS

**9.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, whether oral or written.

**9.2 Amendments.** Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both Parties.

**9.3 No Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

**9.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**9.5 No Waiver.** No waiver of any provision of this Agreement shall be effective unless made in writing. The failure of either Party to enforce any provision shall not constitute a waiver of such provision.

**9.6 Notices.** All notices required under this Agreement shall be in writing and sent to the addresses listed above, by registered mail, courier, or email with confirmation of receipt.

**9.7 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

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## 10. GOVERNING LAW AND JURISDICTION

**10.1** This Agreement shall be governed by and construed in accordance with the laws of the **Republic of Latvia**, without regard to its conflict of laws principles.

**10.2** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts of the Republic of Latvia, located in **Riga**.

**10.3** Notwithstanding the above, either Party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its Confidential Information or intellectual property rights.

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## 11. SIGNATURES

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

For and on behalf of BEAUTYTECH SERVICES SIA (Pilot Works):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of [CLIENT COMPANY LEGAL NAME]:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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