

# MUTUAL NON-DISCLOSURE AGREEMENT

COLLECTIVE MINDS INC.

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This Mutual Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of the date of the last signature below (the "Effective Date"), by and between **Collective Minds Inc.**, a corporation with its principal place of business in Georgia ("Collective Minds"), and the individual or entity executing this Agreement below ("Counterparty"). Collective Minds and Counterparty may collectively be referred to as the "Parties," or individually as a "Party."

**RECITALS:** The Parties wish to explore a potential business relationship, collaboration, or transaction of mutual interest (the "Purpose"). In connection with the Purpose, either Party may disclose to the other Party certain technical, business, or proprietary information that the disclosing Party considers confidential. To ensure the protection of such information, the Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means any proprietary, non-public, or sensitive information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, in writing, or by inspection of tangible objects, that is clearly marked as "Confidential" or "Proprietary," or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, software code, application architecture, algorithms, product roadmaps, business strategies, customer lists, user interfaces, prototypes, trade secrets, and unique project or product concepts.
2. **Exclusions from Confidentiality.** Confidential Information does not include information that:
  - is or becomes publicly known through no breach of this Agreement by the Receiving Party;
  - was already rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party, as proven by written records;
  - is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information; or
  - is rightfully obtained by the Receiving Party from a third party who has no obligation of confidentiality regarding such information.
3. **Obligations of Receiving Party.** The Receiving Party agrees to:
  - hold all Confidential Information in strict confidence and take reasonable precautions to protect it (using at least the same degree of care it uses to protect its own confidential data, but no less than a reasonable standard of care);
  - use the Confidential Information solely for the evaluated Purpose and for no other intent or commercial gain; and
  - restrict disclosure of Confidential Information strictly to those employees, contractors, advisors, or representatives who have a legitimate "need to know" for the Purpose and who are bound by confidentiality obligations at least as restrictive as those herein.

4. **Term and Survival.** This Agreement governs all disclosures made between the Parties from the Effective Date. The obligations of confidentiality, non-use, and non-disclosure set forth in this Agreement shall survive for a period of three (3) years from the date of disclosure, except with respect to software source code and trade secrets, which shall remain protected for as long as they constitute trade secrets under applicable law.
5. **Compelled Disclosure.** If the Receiving Party is required by law, regulation, or a valid court order to disclose any Confidential Information, it will provide the Disclosing Party with prompt prior written notice (to the extent legally permissible) so that the Disclosing Party may seek a protective order or waive compliance with this Agreement.
6. **Return or Destruction of Materials.** Upon the written request of the Disclosing Party or the termination of discussions regarding the Purpose, the Receiving Party shall promptly return or destroy all physical or electronic copies, extracts, or summaries containing Confidential Information, and certify such destruction in writing if requested. The Receiving Party may retain archival copies solely for compliance or legal backup purposes, subject to ongoing confidentiality.
7. **No Rights or License Granted.** All Confidential Information remains the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights, licenses, or implied permissions under any patents, copyrights, trademarks, or trade secrets of the Disclosing Party.
8. **No Warranties.** All Confidential Information is provided "AS IS" and without any warranty, express or implied, regarding its accuracy, completeness, or performance.
9. **Remedies.** The Parties acknowledge that an unauthorized breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief or specific performance to enforce its rights, in addition to any other remedies available at law.
10. **Governing Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflicts of law principles. Any legal action arising out of this Agreement must be brought in the state or federal courts located in Fulton County, Georgia.
11. **Miscellaneous.** This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements or understandings. It may not be amended except in a writing signed by authorized representatives of both Parties. If any provision is found unenforceable, the remaining provisions shall continue in full force. This Agreement may be executed in counterparts, including by electronic signature.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

**COLLECTIVE MINDS INC.**

*Ronald D. Jones Jr.*

Authorized Signature

**Name:** Ronald Darnell Jones Jr

**Title:** Founder & CEO

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

**COUNTERPARTY**

Authorized Signature

**Printed Name:** \_\_\_\_\_

**Title/Company:** \_\_\_\_\_

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