MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of **[Date]**, by and between:

Party A:
Name: **Michal Harcej**
Entity: **TauGuard** (if applicable)
Address: [Insert Address]
Email: [Insert Email]

Party B:
Name: _____
Company (if applicable): _____
Address: _____
Email: _____

Collectively referred to as the "Parties".

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1. Purpose

The Parties wish to explore a potential business relationship or collaboration (the "Purpose") and, in connection with this, may disclose confidential and proprietary information to each other.

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2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive information disclosed by either Party, in any form (oral, written, digital), including but not limited to: technical data, trade secrets, software, source code, inventions, business plans, strategies, product information, financials, customer lists, and operations.

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3. Obligations of the Receiving Party

Each Party agrees to:

- Maintain confidentiality of the other Party's Confidential Information;

- Not disclose such information to any third party without written consent;

- Use the information only for the Purpose stated above;

- Take reasonable precautions to protect Confidential Information with at least the same degree of care as used to protect their own.

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4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving Party;

- Is rightfully obtained from a third party without breach of this Agreement;

- Is independently developed without use of the other Party's Confidential Information;

- Is required to be disclosed by law or court order, with prompt written notice.

5. Term

This Agreement shall remain in effect for **two (2) years** from the date of signature or until terminated in writing by either Party. However, confidentiality obligations will survive for **three (3) years** after termination.

6. No License or Obligation

This Agreement does not grant any license, ownership, or other rights in the Confidential Information, nor does it obligate either Party to proceed with any transaction or partnership.

7. Return or Destruction

Upon request, each Party will return or destroy all copies of Confidential Information received from the other Party.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[Insert Jurisdiction, e.g., Ireland, UK, Delaware, etc.]**, without regard to conflict of law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality, superseding all prior agreements or communications.

10. Signatures

Party A:

Name: _____

Signature: _____

Title: _____

Date: _____

Party B:

Name: _____

Signature: _____

Title: _____

Date: _____