Mutual Non-Disclosure Agreement

DOCUMENT PREPARATION COPY — SIGNATURES REQUIRED

This Mutual Non-Disclosure Agreement ("Agreement") is effective as of **[Effective Date]** and is between **Areg Akopyan**, an individual based in Los Angeles County, California, correspondence at **help@aregakopyan.com** ("Areg"); and **[Counterparty full legal name]**, **[Entity type/capacity]**, of **[Counterparty address]** ("Counterparty"). Each is a "Party" and both are the "Parties."

1. Purpose

The Parties may exchange Confidential Information solely to evaluate: **[Specific opportunity or project]** (the "Purpose"). Neither Party may use the other Party's Confidential Information for any unrelated purpose.

2. Confidential Information

"Confidential Information" means nonpublic information disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in any form that is designated confidential or reasonably should be understood to be confidential from its nature or circumstances. For Areg, this may include nonpublic details of projects shown on aregakopyan.com; unpublished invention disclosures; drawings, CAD, code, source files, prototype and sample data, specifications, technical documents, business plans, development roadmaps and financial or commercialization strategies. Notes, copies and analyses derived from Confidential Information are also covered.

3. Exclusions and compelled disclosure

Confidential Information does not include information the Receiving Party can establish through written records: (a) was lawfully known without confidentiality restrictions before receipt; (b) became public without its breach; (c) was lawfully received from a third party without a duty of confidence; or (d) was developed independently without use or reference to the Disclosing Party's Confidential Information. If disclosure is legally required, the Receiving Party may disclose only what is required and, where lawful, promptly notify and reasonably cooperate with the Disclosing Party on requests for confidential treatment.

4. Obligations of Receiving Party

The Receiving Party shall: (a) use at least reasonable care to protect Confidential Information; (b) use it only for the Purpose; (c) share it only with personnel and advisers who need to know and are subject to sufficiently protective confidentiality duties, and remain responsible for their compliance; (d) make only reasonably necessary copies, all subject to this Agreement; and (e) not reverse engineer, disassemble or decompile samples, prototypes or materials embodying Confidential Information, to the extent the law permits that restriction.

5. Ownership and no commitment

All Confidential Information and related intellectual-property rights remain with the Disclosing Party or its licensors. Disclosure grants no license, assignment or other intellectual-property rights, whether express, implied or by estoppel. Neither Party must proceed with a transaction and either may end discussions.

6. Return or destruction

Upon written request, the Receiving Party shall promptly return or destroy Confidential Information and reasonable copies and confirm destruction in writing if requested. Required legal retention or inaccessible routine backups may be kept only to the extent necessary and remain subject to the agreement.

7. Term and survival

The Agreement begins on the Effective Date and continues for **two (2) years** unless ended earlier by written notice. Confidentiality and use restrictions survive for **five (5) years** from each disclosure; for protected trade secrets, obligations continue for so long as the information qualifies as a trade secret under applicable law.

8. Remedies

Unauthorized use or disclosure may cause harm not adequately compensated by money damages. Subject to applicable law and the court's discretion, the Disclosing Party may seek injunctive relief and other available remedies. Failure or delay in enforcement is not a waiver.

9. General

This Agreement is the entire agreement about its subject and supersedes earlier discussions about that subject. Changes and waivers must be in writing and signed by both Parties. If a provision is unenforceable, the rest remains effective to the extent lawful. Signatures may be in counterparts and by legally valid electronic means. California law governs, without regard to conflict rules; subject to mandatory law, state and federal courts in Los Angeles County, California have exclusive jurisdiction.

10. Trade-secret immunity notice — 18 U.S.C. § 1833(b)

An individual is not subject to criminal or civil liability under federal or state trade-secret law for a disclosure made in confidence to a government official or attorney solely to report or investigate a suspected violation of law, or made in a complaint or other document filed under seal. An individual pursuing a retaliation claim for reporting suspected wrongdoing may disclose a trade secret to counsel and use it in proceedings if documents containing the trade secret are filed under seal and the information is not otherwise disclosed except under court order.

Areg Akopyan, individually

Signature

Date

[Counterparty full legal name]

Authorized signature

Name / title / date

Unsigned preparation copy. Do not exchange confidential information solely in reliance on an unsigned draft.