



Mutual Non-Disclosure Agreement

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

1. IACAI LLC, doing business as **iAutomate Consulting**, with a principal place of business at **1366 E. 11th St. Casa Grande Arizona 85122** ("Party A"), and **[OTHER PARTY NAME]**, with a principal place of business at **[OTHER PARTY ADDRESS]** ("Party B").

Collectively referred to as the "Parties" and individually as a "Party."

1. Purpose

The Parties intend to explore a potential business relationship involving industrial automation technologies, systems, software, and services. In doing so, each Party may disclose proprietary and confidential information, including intellectual property, to the other.

2. Definition of Confidential Information

"Confidential Information" includes, but is not limited to:

- Technical data, source code, algorithms, engineering designs, schematics, and prototypes
- Business strategies, pricing models, customer lists, and financial data
- Intellectual property including inventions, trade secrets, patent filings, and automation workflows
- Project or prospective project opportunities and or documentation provided by IACAI LLC and or its affiliates to the recipient for the purposes of bid submission to a client of IACAI LLC
- Any other non-public information disclosed in written, oral, electronic, or visual form

3. Intellectual Property Protection

Each Party agrees that:



- All pre-existing intellectual property remains the sole property of the disclosing Party
- Any jointly developed IP shall be governed by a separate written agreement
- No license or transfer of ownership is granted under this Agreement
- Unauthorized use, replication, or disclosure of IP related to industrial automation systems, software, or hardware is strictly prohibited

4. Obligations of Confidentiality

Each Party shall:

- Use Confidential Information solely for the purpose stated in Section 1

IACAI LLC DBA iAutomateConsulting

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- Limit access to employees, contractors, or affiliates with a need to know and bound by similar confidentiality obligations
- Take reasonable measures to protect the confidentiality of the information

5. Exclusions

Confidential Information does not include information that:

- Was publicly known prior to disclosure
- Becomes publicly known through no fault of the receiving Party
- Is independently developed without reference to the disclosed information
- Is disclosed with prior written consent
- Is required to be disclosed by law or court order (with prompt notice to the disclosing Party)

6. Term and Survival

This Agreement shall remain in effect for **two (2) years** from the Effective Date. The confidentiality and IP protection obligations shall survive for **three (3) years** after termination.

7. Return or Destruction

Upon request, each Party shall promptly return or destroy all Confidential Information, including any copies, summaries, or derivatives.

8. No Warranty

All Confidential Information is provided "as is." The disclosing Party makes no warranties, express or implied, regarding its accuracy or completeness.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Arizona**, without regard to its conflict of law principles. Any disputes shall be resolved in the courts located in **Maricopa County, Arizona**.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior communications. Any amendments must be in writing and signed by both Parties.



Signatures

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

Party A: IACAI, LLC (DBA iAutomateConsulting)

Signature: _____

Name: Noah Weiss

Title: Founder & Owner

Date: _____

Party B: [OTHER PARTY NAME]

Signature: _____

Name: _____

Title: _____

Date: _____

All other terms remain consistent across agreements, providing standardized protection for industrial automation IP and confidential information.