

CONTRACT BRIEF

Mutual Non-Disclosure Agreement for Joint Product Development and Commercial Partnership Discussions

Effective Date: October 1, 2026 | Governing Law: Delaware

Facilitate confidential discussions regarding a possible business partnership between the parties.

This brief is for convenience only. It is not part of the agreement and does not amend it. If this brief differs from the agreement, the agreement controls.

PREPARATION STATUS

This package was prepared by NOMOS document-generation software from the facts and drafting choices approved by the customer. Unless a separate written review confirmation states otherwise, it has not been reviewed or approved by an attorney or law firm.

PARTIES

Atlas Software LLC

Northstar Labs Inc.

GOVERNING LAW

Delaware

LEGAL AND PRACTICAL NOTICES

Review the completed agreement to confirm it matches the intended commercial terms before signing.

AGREEMENT STRUCTURE

Parties, Effective Date, and Purpose: Identifies the parties, the October 1, 2026 effective date, and the purpose of the agreement.

Confidentiality Obligations and Limited Use: Requires each receiving party to protect and limit use of the other party's confidential information.

Exclusions from Confidential Information: Lists the categories of information not protected as confidential information.

Confidentiality Term: Protects each item of confidential information for three years from its disclosure.

Required Disclosures: Permits legally required disclosures subject to notice and cooperation.

Ownership and No License: Confirms retained ownership and that disclosure grants no rights except the limited evaluation right.

Return or Destruction of Confidential Information: Requires return or destruction of confidential information upon written request.

Costs and Expenses: States that each party bears its own costs and expenses.

No Compensation Obligation: Confirms there are no compensation, fee, or reimbursement obligations during evaluation.

No Obligation to Proceed: States that neither party is obligated to continue discussions or enter a transaction.

Liability for Breach: States that each party remains liable for damages caused by its breach.

Injunctive and Equitable Relief: Permits equitable relief for actual or threatened breach without posting a bond.

Term and Termination: Provides for termination by written notice and preservation of pre-termination confidentiality periods.

Survival: Preserves specified provisions after termination.

Governing Law and Exclusive Jurisdiction: Selects Delaware law and exclusive Delaware jurisdiction.

Execution: Provides signature blocks for the authorized signers of each party.