

MUTUAL NON-DISCLOSURE AGREEMENT

Homefront Project

This Mutual Non-Disclosure Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between:

Disclosing Party: _____

and

Recipient: _____

Collectively referred to as the "Parties."

1. Purpose

The Parties wish to discuss a potential business relationship involving the development, manufacturing, licensing, marketing, investment, or commercialization of the Homefront concept and related products. In connection with these discussions, either Party may disclose confidential and proprietary information to the other.

2. Definition of Confidential Information

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

- Product concepts and inventions*

- *Sketches, drawings, renderings, CAD files, and blueprints*
- *Prototype designs*
- *Engineering specifications*
- *Manufacturing methods*
- *Business plans and strategies*
- *Marketing plans*
- *Financial information*
- *Pricing models*
- *Customer information*
- *Supplier information*
- *Research and development*
- *Software, code, or technical documentation*
- *Photographs, videos, demonstrations, or presentations*
- *Any information identified as confidential or that would reasonably be understood to be confidential.*

Confidential Information may be disclosed orally, visually, electronically, or in writing.

3. Recipient's Obligations

The Recipient agrees to:

- *Keep all Confidential Information strictly confidential.*

- *Use the Confidential Information only to evaluate a potential business relationship.*
- *Not disclose Confidential Information to any third party without prior written permission.*
- *Not copy, reproduce, distribute, publish, or reverse engineer the Confidential Information except as necessary for evaluation.*
- *Take reasonable precautions to protect the Confidential Information from unauthorized disclosure.*

4. Exceptions

The obligations of this Agreement do not apply to information that:

- *Is already publicly available through no fault of the Recipient.*
- *Was lawfully known by the Recipient before disclosure.*
- *Is independently developed without using the Confidential Information.*
- *Is lawfully obtained from another source without confidentiality obligations.*

- *Must be disclosed by law or court order, provided the Recipient promptly notifies the Disclosing Party when legally permitted.*

5. Ownership

All Confidential Information remains the sole property of the Disclosing Party.

Nothing in this Agreement grants any ownership interest, license, patent rights, trademark rights, copyright, or other intellectual property rights to the Recipient.

6. No Partnership

This Agreement does not create a partnership, joint venture, employment relationship, agency relationship, or obligation to enter into any future business transaction.

7. Return or Destruction of Materials

Upon written request by the Disclosing Party, the Recipient agrees to promptly return or permanently destroy all Confidential Information, including copies, notes, digital files, photographs, and other materials containing Confidential Information, except where retention is required by law.

8. Confidentiality Period

The Recipient agrees that all Confidential Information disclosed under this Agreement shall remain confidential and shall not be disclosed, copied, reproduced, reverse engineered, or used for any purpose other than evaluating a potential business relationship regarding the Homefront concept without the prior written consent of the Disclosing Party.

These confidentiality obligations shall remain in effect for two (2) years from the Effective Date of this Agreement. After the two-year period expires, the Recipient's contractual confidentiality obligations under this Agreement will end, except for any information that qualifies as a trade secret under applicable law, which shall remain protected for as long as permitted by law.

9. Remedies

The Parties acknowledge that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm.

Accordingly, the Disclosing Party may seek injunctive relief, specific performance, monetary damages, or any other remedies available under applicable law.

10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict-of-law rules.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding Confidential Information and supersedes all prior discussions or agreements relating to the same subject matter.

Any amendment or modification must be made in writing and signed by both Parties.

12. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, and electronic signatures shall be deemed original signatures and shall have the same legal effect as handwritten signatures.

DISCLOSING PARTY

Name: _____

Company (if applicable): _____

Signature: _____

Date: _____

RECIPIENT

Name: _____

Company: _____

Signature: _____

Date: _____

