

MUTUAL NON-DISCLOSURE AGREEMENT

For startup due-diligence engagements

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between:

Deimos AI LLC, a Delaware limited liability company doing business as **Marklode** ("Marklode"),
and

_____ ("Client"), of _____.

Marklode and Client are each a "Party" and together the "Parties". Each Party may act as a "Discloser" when it shares Confidential Information and as a "Recipient" when it receives it.

1. Purpose

The Parties wish to discuss, and may carry out, an engagement in which Marklode researches and reports on a business idea, product or invention described by Client (the "Purpose"). This Agreement protects information exchanged for that Purpose.

2. Confidential Information

"Confidential Information" means non-public information disclosed by a Discloser to a Recipient in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential. For Client, it includes the idea brief, product and technical details, business plans, customer and financial information, and the existence and subject of the engagement. For Marklode, it includes its research methods, internal notes and unpublished reports.

Any report Marklode prepares for Client ("Report") is Confidential Information of both Parties.

3. Exclusions

Confidential Information does not include information that the Recipient can show:

- (a) is or becomes publicly available through no breach of this Agreement;
- (b) was lawfully known to the Recipient before disclosure, without a duty of confidentiality;
- (c) is lawfully received from a third party without a duty of confidentiality; or
- (d) is independently developed by the Recipient without use of the Discloser's Confidential Information.

Public facts, sources and records that Marklode finds while researching (for example, published patents, papers, standards, company announcements and funding data) are not Client's Confidential Information, even where they appear in a Report. Client's idea and the way it is described remain confidential.

4. Obligations

Each Recipient will: (a) use the Discloser's Confidential Information only for the Purpose; (b) not disclose it to anyone except as permitted by this Agreement; and (c) protect it with at least the care it uses for its own confidential information, and no less than reasonable care.

5. Permitted disclosures and tools

(a) People. A Recipient may share Confidential Information with its employees, contractors and professional advisers who need it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement. The Recipient is responsible for their compliance.

(b) Research tools. Client acknowledges that Marklode performs research with software tools, including third-party AI research tools (currently Anthropic's Claude). Marklode may process Client's Confidential Information with such tools only as needed for the Purpose, and only with providers that are bound by confidentiality or data-protection terms.

(c) No outreach. Marklode will not contact Client's competitors, investors, customers or any other third party about Client's idea, and will not include Client's name or other identifying details in research queries.

(d) Required by law. A Recipient may disclose Confidential Information if required by law, regulation or court order, provided it gives the Discloser prompt notice where legally allowed and discloses only what is required.

6. No publication

Marklode will not publish, quote or use a Report, or Client's idea, as a sample, case study or marketing material without Client's prior written permission. Permission given through the messaging system of the platform on which the engagement was arranged counts as written permission.

7. Return and deletion

On the Discloser's written request, and in any case after the engagement ends if the Discloser asks, the Recipient will delete or return the Discloser's Confidential Information within 30 days. This does not apply to (a) copies held in routine backups, which remain protected by this Agreement until overwritten, (b) records kept by Fiverr, Upwork or any other marketplace under its own terms, or (c) copies the Recipient must keep by law.

8. Term

This Agreement starts on the Effective Date and covers disclosures made within two (2) years after it. Each Party's obligations for Confidential Information continue for three (3) years after the last disclosure, and for any trade secret, for as long as it remains a trade secret.

9. No license, no obligation, no warranty

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants any license or right in any patent, copyright, trade secret or other intellectual property, or obliges either Party to enter into any further agreement. Confidential Information is provided "as is". A Report is research, not legal advice or a freedom-to-operate opinion.

10. Remedies

Unauthorized use or disclosure of Confidential Information may cause harm that money cannot fully repair. The Discloser may seek injunctive or other equitable relief, in addition to any other remedy available by law.

11. Marketplace terms

If the engagement is arranged through Fiverr, Upwork or another marketplace, that marketplace's terms of service continue to apply to the Parties, including rules on payment and communication. Notices under this Agreement may be given through that marketplace's messaging system. If this Agreement conflicts with those terms, the marketplace terms prevail to the extent of the conflict.

12. General

Governing law. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law rules.

Entire agreement. This Agreement is the Parties' entire agreement on its subject and replaces prior discussions about confidentiality. It may be changed only in writing signed by both Parties.

Severability. If any provision is unenforceable, the rest of the Agreement remains in effect.

Assignment. Neither Party may assign this Agreement without the other's written consent, except to a successor of its business.

Signatures. This Agreement may be signed electronically and in counterparts, each of which is an original.

Signed by the Parties as of the Effective Date.

MARKLODE (DEIMOS AI LLC)	CLIENT
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	Company: _____
Date: _____	Date: _____