

NEW ENERGY DILIGENCE

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the date last signed below.

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between New Energy Diligence, Inc., a Delaware Corporation, with an address at 741 Bamboo Terrace, San Rafael, California 94903 ("NED"), and the party identified below ("Counterparty"). NED and Counterparty are each referred to herein as a "Party" and collectively as the "Parties."

Counterparty Name	_____
Counterparty Address	_____
Counterparty Contact Name	_____
Counterparty Contact Email	_____
Effective Date	_____
Purpose of Disclosure	_____

1. DEFINITIONS

1.1 Confidential Information. "Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, technical data, trade secrets, project information, client and counterparty identities, transaction terms, proprietary methodologies, software, pricing, and the existence and terms of this Agreement.

1.2 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was rightfully known by the Receiving Party before receipt from the Disclosing Party, without restriction; (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

2. OBLIGATIONS

2.1 Non-Disclosure. Each Party agrees to: (a) hold the other Party's Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; and (c) use Confidential Information solely for the Purpose identified above.

2.2 Permitted Disclosures. Each Party may disclose Confidential Information to its employees, officers, directors, advisors, contractors, and agents who have a need to know such information for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement. Each Party remains responsible for any breach of this Agreement by its permitted recipients.

2.3 Legal Compulsion. If a Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall: (a) provide the Disclosing Party with prompt prior written notice sufficient to allow the Disclosing Party to seek a protective order or other relief; (b) cooperate with the Disclosing Party in seeking such relief; and (c) disclose only that portion of the Confidential Information that is legally required to be disclosed.

2.4 AI-Assisted Processing. Each Party may process the other Party's Confidential Information using AI or machine-learning tools solely for the Purpose, provided the tool's terms prohibit training on, or retention of, inputs and outputs beyond the session. The Receiving Party remains fully responsible for any such tool, and all confidentiality obligations continue to apply to inputs and outputs.

2.5 No AI Training. Neither Party shall use the other Party's Confidential Information to train, fine-tune, or benchmark any AI or machine-learning model, except as permitted under Section 2.4. Any outputs or derivatives generated from such information shall be deemed Confidential Information of the Disclosing Party.

3. TERM

This Agreement shall commence on the Effective Date and remain in effect for three (3) years, unless earlier terminated by either Party upon thirty (30) days' written notice. Notwithstanding termination, each Party's obligations with respect to Confidential Information disclosed during the term shall survive for five (5) years from the date of disclosure, except that obligations with respect to trade secrets shall continue for as long as such information remains a trade secret under applicable law.

4. RETURN OR DESTRUCTION

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly return or destroy (and certify in writing such destruction of) all tangible materials containing or reflecting the Disclosing Party's Confidential Information, except to the extent retention is required by applicable law or regulation.

5. NO LICENSE; NO WARRANTY

Nothing in this Agreement grants either Party any right, title, license, or interest in or to the other Party's Confidential Information, intellectual property, or any other property. All Confidential Information is provided "as is" without warranty of any kind.

6. REMEDIES

Each Party acknowledges that a breach of this Agreement may cause irreparable harm not adequately compensable by monetary damages, and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction without the requirement to post a bond, in addition to all other remedies available at law or in equity.

7. GENERAL

7.1 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws provisions. Any dispute not resolved by mutual agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, and both Parties submit to personal jurisdiction therein.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and discussions relating to confidentiality between the Parties. This Agreement may only be amended by a written instrument signed by both Parties.

7.3 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. Electronic signatures are effective and binding.

7.4 Relationship. This Agreement does not create a partnership, joint venture, employment, or agency relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

CUSTOMER	PROVIDER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: