

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between Stacks Advisory LLC, a Colorado limited liability company ("Stacks Advisory"), and the counterparty identified below ("Counterparty"), each a "Party" and together the "Parties".

Counterparty legal name: _____

Counterparty address: _____

Purpose of disclosure (e.g., evaluating a potential engagement):

1. Confidential Information

"Confidential Information" means any non-public information disclosed by either Party (the "Disclosing Party") to the other (the "Receiving Party"), whether oral, written, or electronic, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes business plans, financial data, customer and partner information, product and technical information, and the terms of any prospective engagement.

2. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is rightfully received from a third party without breach of any confidentiality obligation; or (d) is independently developed without use of or reference to the Disclosing Party's Confidential Information.

3. Use and Protection

- The Receiving Party will use Confidential Information solely for the Purpose stated above.
- The Receiving Party will protect Confidential Information using at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care.
- The Receiving Party will limit access to Confidential Information to employees, contractors, and advisors with a need to know, who are bound by confidentiality obligations at least as protective as this Agreement.
- The Receiving Party will not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except as required by law, in which case the Receiving Party will give prompt notice to allow the Disclosing Party to seek protective measures.

4. Term

This Agreement is effective as of the Effective Date and continues for two (2) years thereafter. The confidentiality obligations in Section 3 survive for a period of three (3) years following disclosure of the applicable Confidential Information, or indefinitely with respect to information that constitutes a trade secret under applicable law.

5. No License; No Obligation

Nothing in this Agreement grants either Party any license or right to the other's Confidential Information beyond the limited use described above. Nothing in this Agreement obligates either Party to disclose any information, or to enter into any further business relationship.

6. Return or Destruction

Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy all Confidential Information in its possession, except that the Receiving Party may retain a copy solely for legal compliance and archival purposes, subject to continuing confidentiality obligations.

7. General

- This Agreement is governed by the laws of the State of Colorado, without regard to conflict-of-laws principles.
- This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior discussions or agreements on that subject.
- Neither Party may assign this Agreement without the other's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets.
- This Agreement may be executed electronically and in counterparts, each of which is deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Stacks Advisory LLC

Signature

Name

Title

Date

Counterparty

Signature

Name

Title

Date