

MUTUAL NON-DISCLOSURE AGREEMENT

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This Agreement is made on [EFFECTIVE DATE] between:

- (1) LynchPine (Pvt) Ltd, a company incorporated in Sri Lanka, of E29 Templers Road, Mount Lavinia 10370, Western Province, Sri Lanka ("LynchPine"); and
- (2) [CLIENT LEGAL NAME], a company incorporated in [COUNTRY], of [REGISTERED ADDRESS] (the "Counterparty").

Each a "Party" and together the "Parties".

BACKGROUND

The Parties wish to explore [PURPOSE — e.g. a possible engagement in which LynchPine would design and build software or automation for the Counterparty] (the "Purpose"). For that to be useful, each Party expects to disclose information it treats as confidential. This Agreement sets out how that information is to be handled.

1. Confidential Information

1.1 "Confidential Information" means any information disclosed by one Party (the "Discloser") to the other (the "Recipient") in connection with the Purpose, in any form and whether or not marked as confidential, which a reasonable person would understand to be confidential. It includes business plans, pricing, customer and supplier information, personal data, processes, designs, source code, technical architecture, and the existence and content of discussions between the Parties.

1.2 The fact that the Parties are in discussions, and the terms of this Agreement, are themselves Confidential Information.

2. What is not confidential

Confidential Information does not include information that the Recipient can show: (a) was already lawfully known to it without restriction; (b) is or becomes public through no breach of this Agreement; (c) is lawfully received from a third party free to disclose it; or (d) was independently developed without use of the Discloser's Confidential Information.

3. Obligations

3.1 The Recipient will keep Confidential Information secret, use it only for the Purpose, and protect it with at least the care it applies to its own confidential information, and in no case less than reasonable care.

3.2 The Recipient will not disclose Confidential Information to anyone except its employees, officers and professional advisers who need it for the Purpose and who are bound by confidentiality obligations no less protective than these. The Recipient remains responsible for their compliance.

3.3 The Recipient will not reverse engineer, decompile or disassemble any material provided, nor attempt to derive the underlying ideas or structure of any software or system disclosed, except as permitted by law.

4. Required disclosure

If the Recipient is required by law, regulation or a court or regulator to disclose Confidential Information, it may do so, provided it gives the Discloser prompt written notice where lawful, discloses only what is required, and uses reasonable efforts to obtain confidential treatment.

5. Personal data

Where Confidential Information includes personal data, each Party will comply with applicable data protection law. This Agreement does not authorise the processing of personal data for any purpose beyond the Purpose, and the Parties will enter into a separate data processing agreement before any such processing begins.

6. No licence, no commitment

6.1 Confidential Information remains the property of the Discloser. Nothing in this Agreement transfers or licenses any intellectual property.

6.2 Nothing in this Agreement obliges either Party to proceed with the Purpose, to enter into any further agreement, or to disclose any particular information.

7. Publicity

Neither Party will use the other's name, logo or the existence of this Agreement in any publicity, marketing, client list or case study without the other's prior written consent.

8. Term, return and survival

8.1 This Agreement takes effect on the Effective Date and continues for [TERM — suggested: two (2) years], unless extended in writing.

8.2 The confidentiality obligations in clause 3 survive for [SURVIVAL PERIOD — suggested: three (3) years] from the date of disclosure, and indefinitely for any information that constitutes a trade secret or personal data.

8.3 On written request, the Recipient will return or securely destroy Confidential Information and confirm this in writing, except for copies held in routine backups or required to be retained by law or professional rules, which remain subject to this Agreement for as long as they are held.

9. Remedies

Each Party accepts that damages alone may not be an adequate remedy for breach, and that the other Party may seek injunctive or other equitable relief in addition to any other remedy available.

10. General

10.1 This Agreement is the entire agreement between the Parties on its subject matter and replaces any earlier understanding on confidentiality.

10.2 No variation is effective unless in writing and signed by both Parties.

10.3 Neither Party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld.

10.4 If any provision is held unenforceable, the remainder continues in force and the provision is to be read as narrowly as needed to make it enforceable.

10.5 A failure or delay in enforcing a right is not a waiver of it.

10.6 This Agreement may be signed in counterparts and by electronic signature. An electronic signature, including one applied through an electronic signature platform, has the same effect as a handwritten signature, and a scanned or electronically generated copy is as valid as an original.

11. Governing law

This Agreement is governed by the laws of Sri Lanka, and the Parties submit to the exclusive jurisdiction of the courts of Colombo. [Amend if the counterparty is outside Sri Lanka and insists on another forum.]

AGREED BY THE PARTIES

For and on behalf of

LynchPine (Pvt) Ltd

Signature

Printed name

Title

Date

For and on behalf of

[CLIENT LEGAL NAME]

Signature

Printed name

Title

Date

This template is provided as a starting point and is not legal advice. Have a Sri Lankan commercial lawyer review it once before you use it with a client. That review protects every engagement you sign afterwards.