



TWELVENETS

# *Mutual Confidentiality Agreement*



# MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”), by and between: Twelvenets LLC, a Texas limited liability company (“Company”), and \_\_\_\_\_ (“Counterparty”).

Company and Counterparty may be referred to individually as a “Party” and collectively as the “Parties.”

## 1. Purpose

The Parties wish to explore a potential business relationship involving strategic communications, branding, media relations, digital experiences, events, activations, or related advisory services (the “Purpose”). In connection with this Purpose, the Parties may disclose confidential information.

## 2. Confidential Information

“Confidential Information” means any non-public information disclosed by a Party, whether oral, written, visual, or electronic, that reasonably should be understood as confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, without limitation, strategies, creative concepts, messaging, media plans, event ideas, proposals, pricing, timelines, internal processes, and client or stakeholder information.

## 3. Obligations

Each Party agrees to:

- Use Confidential Information solely for the Purpose
- Not disclose Confidential Information to third parties except as necessary and subject to confidentiality obligations
- Take reasonable care to protect the confidentiality of such information

## 4. Exclusions

Confidential Information does not include information that:

- Is publicly available through no breach of this Agreement
- Was lawfully known prior to disclosure
- Is independently developed without use of Confidential Information
- Is disclosed with prior written consent
- Is required to be disclosed by law, provided notice is given when permitted

## 5. Term

This Agreement shall remain in effect for three (3) years from the Effective Date.

**6. Remedies**

The Parties acknowledge that unauthorized disclosure may cause irreparable harm and that injunctive relief may be appropriate in addition to other remedies.

**7. Governing Law**

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

**8. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding confidentiality.

**Signatures**

**Twelvenets LLC**

**Counterpart**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name / Title:

Name / Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

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