# Mutual Non-Disclosure Agreement

Date: _____

This Mutual Non-Disclosure Agreement (this "**Agreement**") is entered into as of the date above, by and between:

**Reevre Limited**, trading as **Atlantic Agentic Labs**, a private company limited by shares incorporated in Ireland under company number 681822, having its registered office at Lisloughrey, Cong, Co. Mayo, F31 YA43, Ireland ("**Atlantic Agentic Labs**")

and

[_____], a company with registration number [_____], incorporated under the laws of [_____], having its registered office at [_____] ("**Counterparty**")

(each a "**Party**", together the "**Parties**").

### 1. Purpose

The Parties wish to disclose certain confidential and proprietary information to one another for the purpose of evaluating a potential commercial, technical or other business relationship between them, including Atlantic Agentic Labs reviewing a problem, specification, request for proposal or tender issued or shared by the Counterparty and preparing a response to it (the "**Purpose**").

### 2. Confidential Information

"**Confidential Information**" means all non-public information disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally, visually, electronically or in writing, including but not limited to:

(a) business plans, strategies, roadmaps and corporate information;
(b) intellectual property, inventions, discoveries, know-how, source code, software, algorithms, models, prompts, architectures, designs and documentation;
(c) financial information, forecasts, projections, models, valuations and pricing;
(d) technical, operational, product and development information, including requests for proposal, specifications and their annexes;
(e) customer, partner, supplier and counterparty information;
(f) regulatory, legal, compliance and licensing materials; and
(g) any analyses, compilations, notes or derivative materials prepared by the Receiving Party that contain or reflect such information.

Confidential Information includes information disclosed before or after the date of this Agreement, whether or not marked or identified as confidential.

### 3. Obligations of the Receiving Party

Each Receiving Party shall:

3.1 use the Confidential Information solely for the Purpose;

3.2 keep the Confidential Information strictly confidential and not disclose it to any third party except to its directors, officers, employees, contractors or professional advisers who have a bona fide need to know for the Purpose and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement, the Receiving Party remaining responsible for their compliance;

3.3 protect the Confidential Information using at least the same degree of care as it applies to its own confidential information, and in no event less than reasonable care;

3.4 not copy, reproduce, reverse engineer, decompile, disassemble, derive source code from or otherwise exploit the Confidential Information except as strictly necessary for the Purpose; and

3.5 not use the Confidential Information to compete with, circumvent or otherwise disadvantage the Disclosing Party.

### 4. Processing with software and AI tools

4.1 The Receiving Party may store and process the Confidential Information using software tools, including artificial intelligence models, operated by it or by its service providers, solely for the Purpose, provided that each such service provider is bound by written terms that (a) keep the information confidential, (b) prohibit its use to train or improve models made available to anyone other than the Receiving Party, and (c) permit retention only as needed to provide the service or for abuse monitoring, for a limited period.

4.2 The Receiving Party shall not upload or otherwise make the Confidential Information available to any public or consumer AI service whose terms permit the provider to use it for training.

### 5. Personal data

Each Party shall disclose personal data to the other only to the extent necessary for the Purpose. Each Party is responsible, as a controller, for its own processing of any personal data it receives and shall comply with the General Data Protection Regulation (EU) 2016/679 and other applicable data protection law. Should either Party come to process personal data on behalf of the other, the Parties shall first enter into an agreement meeting the requirements of Article 28 of that Regulation.

### 6. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

6.1 is or becomes publicly available other than through a breach of this Agreement;
6.2 was lawfully in its possession prior to disclosure without any obligation of confidentiality;
6.3 is lawfully received from a third party without restriction and without breach of any obligation of confidentiality; or
6.4 is independently developed without reference to or use of the Confidential Information.

### 7. Compelled disclosure

If a Receiving Party is required by law, regulation or court order to disclose any Confidential Information, it shall, to the extent legally permitted, provide prompt written notice to the Disclosing Party to allow it to seek protective measures. Any disclosure shall be limited to the minimum extent legally required.

### 8. Term and survival

8.1 This Agreement shall commence on the date first written above and shall remain in effect until terminated by either Party on written notice to the other.

8.2 Each Party's confidentiality obligations shall survive termination for a period of three (3) years, except with respect to trade secrets and proprietary intellectual property, which shall remain confidential for so long as such information remains protected as a trade secret under applicable law.

### 9. Return or destruction

Upon written request by a Disclosing Party or the end of discussions, the Receiving Party shall promptly return or destroy all Confidential Information (including all copies and derivative materials) and, on request, confirm in writing that it has done so, except (a) where retention is required by applicable law or regulation, and (b) for copies held in routine electronic backups, which shall be deleted in the ordinary course of backup rotation; any information retained remains subject to this Agreement.

### 10. No licence, no warranty, no obligation

Nothing in this Agreement grants any Party any licence, ownership or other rights in or to the other Party's Confidential Information. Confidential Information is provided "as is", and the Disclosing Party gives no warranty as to its accuracy or completeness. Nothing in this Agreement obliges either Party to disclose any particular information or to enter into any further agreement or transaction.

### 11. Remedies

Each Party acknowledges that a breach of this Agreement may cause irreparable harm to the other Party for which monetary damages may be an inadequate remedy. Accordingly, the non-breaching Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity.

### 12. Governing law and jurisdiction

12.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

12.2 The courts of Ireland shall have exclusive jurisdiction to settle any such dispute or claim, save that either Party may seek injunctive or other interim relief in any court of competent jurisdiction.

### 13. General

13.1 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous discussions, understandings or agreements, whether written or oral, on that subject.

13.2 **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other.

13.3 **Notices.** Notices under this Agreement may be given by email to the address each Party gives for that purpose, and are effective on sending unless a delivery failure is received.

13.4 **Counterparts and electronic signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution by electronic signature, including a typed name entered through an online signing process that records the signatory, the time and the text agreed, shall be valid and binding, in accordance with the Electronic Commerce Act 2000 and Regulation (EU) No 910/2014.

**Signatures**

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|---|---|
| **REEVRE LIMITED**, trading as Atlantic Agentic Labs | **[COUNTERPARTY]** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |