

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [DATE] between the parties below, each of which may act as discloser and recipient.

Party A: Lucien Allen Corp, an Illinois corporation ("LAC"). **Party B:** [COUNTERPARTY LEGAL NAME] ("Counterparty").

- Purpose.** Each party may disclose Confidential Information to the other solely to evaluate and perform a Profit Leakage Audit engagement (the "Purpose").
- Confidential Information.** Non-public information disclosed by a party ("Discloser") to the other ("Recipient"), including trade logs, latency telemetry, order-to-fill records and other artifacts, methods, findings, reports, pricing, and business information, whether or not marked, that a reasonable person would understand to be confidential.
- Obligations.** Recipient will (a) use Confidential Information only for the Purpose, (b) protect it with at least reasonable care, and (c) limit access to its personnel and advisors who need it for the Purpose and are bound by confidentiality obligations no less protective than these.
- Exclusions.** Confidential Information does not include information that is or becomes public through no fault of Recipient; was rightfully known before disclosure; is independently developed without use of Confidential Information; or is rightfully received from a third party. Recipient may disclose if required by law, giving prompt notice where permitted.
- Artifact handling.** Lucien Allen Corp processes Counterparty artifacts solely to produce the agreed deliverable, requires no access to Counterparty production systems, repositories, or credentials, and will delete provided artifacts after delivery on request.
- No license; no warranty.** No license or ownership is granted by disclosure. Confidential Information is provided "as is," without warranty.
- Term; return.** Confidentiality obligations survive for two (2) years from disclosure. On written request, Recipient will return or destroy Confidential Information, except copies retained for legal/archival compliance.
- Remedies.** The parties agree that breach may cause irreparable harm for which monetary damages are inadequate, and that injunctive relief may be sought in addition to other remedies.
- Governing law.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules.
- General.** This is the entire agreement on its subject, supersedes prior discussions, may not be assigned without consent, and may be signed in counterparts (including electronically).

LUCIEN ALLEN CORP – SIGNATURE / NAME / DATE

COUNTERPARTY – SIGNATURE / NAME / DATE

Template provided for convenience by Lucien Allen Corp. This is not legal advice; have counsel review and complete the bracketed terms before execution. • contact@lucienallen.com