Mutual Non-Disclosure Agreement

volve
design

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") between Volve Designs LLC, doing business as Volve Design, with its business address at 3401 SW Hamilton St., Portland, Oregon 97239 ("Volve"), and the company or individual identified in the signature block below (the "Recipient Party"). Volve and the Recipient Party are each a "Party" and together the "Parties."

1. Purpose

The Parties wish to share information with each other to evaluate and pursue a possible business relationship, including review of Volve's project portfolio and work history and discussion of product design, engineering, prototyping, tooling and manufacturing services (the "Purpose").

2. Confidential Information

"Confidential Information" means any non-public information that one Party (the "Discloser") shares with the other (the "Receiver"), in any form, that is marked as confidential or that a reasonable person would understand to be confidential. It includes, for example, product ideas, designs, drawings, CAD models, prototypes, specifications, processes, pricing, customer and supplier information, business plans, and the contents of Volve's password-protected portfolio and work history.

3. What Is Not Confidential

Confidential Information does not include information that the Receiver can show: (a) is or becomes public through no fault of the Receiver; (b) the Receiver already knew without a duty of confidentiality before receiving it; (c) the Receiver received from a third party who had the right to share it; or (d) the Receiver developed independently without using the Discloser's Confidential Information.

4. Obligations

The Receiver will: (a) use the Discloser's Confidential Information only for the Purpose; (b) protect it with at least the same care it uses for its own confidential information, and no less than reasonable care; (c) share it only with its employees, contractors and advisors who need to know it for the Purpose and who are bound by confidentiality duties at least as protective as this Agreement; and (d) not copy, reverse engineer, or share it with anyone else without the Discloser's written permission. Each Party is responsible for any breach by the people it shares information with.

5. Portfolio Projects, Former Clients and References

Volve's portfolio and work history show products that Jake Hixson designed or helped develop for current and former clients and employers. The Recipient Party agrees that Jake's and Volve's connection to each of those products, and the identity of the clients and employers involved, are Confidential Information. The Recipient Party will not disclose that connection to anyone outside the Recipient Party's need-to-know team, and will not contact any client, former client or former employer shown in the portfolio or work history, or their personnel, to ask about Jake's or Volve's involvement with any product or project, without Volve's prior written consent.

Requests for references should be made directly to Volve. Volve will contact the relevant client or former employer and, with their permission, arrange the reference.

6. Required Disclosure

If the Receiver is required by law or court order to disclose Confidential Information, it will (where legally allowed) give the Discloser prompt notice so the Discloser can seek protection, and will disclose only what is legally required.

7. No License or Obligation

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants any license or rights to patents, copyrights, trade secrets or other intellectual property. Neither Party is obligated to enter into any further agreement or business relationship. Confidential Information is provided "as is," without warranties.

8. Return or Destruction

On the Discloser's written request, the Receiver will promptly return or destroy the Discloser's Confidential Information, except for copies kept in routine backups or as required by law, which remain subject to this Agreement.

9. Term

This Agreement covers information shared during the two (2) years after the Effective Date. The Receiver's obligations for each item of Confidential Information last for three (3) years after it is disclosed, except that obligations for trade secrets last for as long as the information remains a trade secret under applicable law.

10. Remedies

Unauthorized use or disclosure of Confidential Information may cause harm that money alone cannot fix. In addition to any other remedies, the Discloser may seek an injunction or other court order to stop or prevent a breach.

11. General

This Agreement is governed by the laws of the State of Oregon, without regard to its conflict-of-law rules. It is the Parties' entire agreement on this subject and replaces any earlier discussions about it. It may be changed only in a writing signed by both Parties, and neither Party may assign it without the other's written consent. If any part is found unenforceable, the rest remains in effect. This Agreement may be signed in counterparts and with electronic signatures, each of which counts as an original.

By signing below, each Party agrees to the terms of this Agreement.

Volve Design		Recipient Party	
Company	Volve Designs LLC, dba Volve Design	Company	
Name	Jake Hixson	Name	
Title	Founder & Principal Designer	Title	
Signature		Email	
Date		Signature	
		Date	

Please sign and email a copy to Jake@volvedesign.com. Volve Design will countersign and return a copy for your records.