



# MUTUAL NON-DISCLOSURE AGREEMENT

## Enterprise Evaluation and Engagement — Scantra.ai DBA Scantra

Version 1.0 | Effective June 10, 2026

A software product of Violet Organization, a 501(c)(3) non-profit organization

EIN: 81-3855319

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c/o Violet Organization, a 501(c)(3) non-profit organization (EIN: 81-3855319), 210 Lake Dr E, Cherry Hill, NJ 08002

# MUTUAL NON-DISCLOSURE AGREEMENT

## Confidentiality Agreement for Enterprise Evaluation and Engagement

Effective Date: June 10, 2026

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of [Effective Date] ("Effective Date") by and between:

FIRST PARTY: Scantra.ai DBA Scantra, a program of Violet Organization, a 501(c)(3) non-profit corporation organized under the laws of the State of New Jersey (EIN: 81-3855319), with its principal place of business at 210 Lake Dr E, Cherry Hill, NJ 08002 ("Scantra"); and

SECOND PARTY: [Client Legal Name], a [corporation / limited liability company / other] organized under the laws of [State / Jurisdiction of Organization], with its principal place of business at [Client Address] ("Counterparty").

Scantra and Counterparty are each referred to herein individually as a "Party" and collectively as the "Parties."

## Section I. RECITALS

**WHEREAS**, the Parties desire to explore a potential business relationship, including without limitation the evaluation and possible engagement of Scantra's SEO, compliance monitoring, and AI optimization services (the "Business Purpose");

**WHEREAS**, in connection with the Business Purpose, each Party may disclose to the other certain proprietary, technical, financial, strategic, or other non-public information; and

**WHEREAS**, the Parties desire to set forth the terms governing the protection of such information.

**NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

## **Section II. DEFINITIONS**

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**"Confidential Information"** means any information or data disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with the Business Purpose, whether disclosed orally, in writing, in electronic form, visually, or by any other means, that: (i) is designated as "Confidential," "Proprietary," or with a similar legend at the time of disclosure; (ii) is disclosed orally and identified as confidential at the time of disclosure and summarized in writing within ten (10) business days thereafter; or (iii) a reasonable person in the Receiving Party's position would understand to be confidential given the nature of the information and the circumstances of disclosure.

**"Permitted Recipients"** means the Receiving Party's employees, directors, officers, contractors, advisors, and financing sources who: (i) have a need to know the Confidential Information for the Business Purpose; and (ii) are bound by written confidentiality obligations at least as protective as those in this Agreement, or are subject to professional ethical obligations of confidentiality.

**"Representative"** means any officer, director, employee, contractor, advisor, attorney, accountant, or financing source of a Party.

## **Section III. CONFIDENTIALITY OBLIGATIONS**

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### **III.I Non-Disclosure**

Each Receiving Party agrees to: (i) hold all Confidential Information of the Disclosing Party in strict confidence; (ii) not disclose Confidential Information to any person other than Permitted Recipients; (iii) use Confidential Information solely for the Business Purpose and for no other purpose; (iv) not copy or reproduce Confidential Information beyond what is reasonably necessary for the Business Purpose; and (v) protect the Disclosing Party's Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

### **III.II Responsibility for Representatives**

Each Party is responsible for any breach of this Agreement by its Representatives. Each Party shall inform its Representatives of the confidential nature of the Confidential Information and obtain their agreement to be bound by obligations consistent with this Agreement before disclosing Confidential Information to them.

### III.III Permitted Disclosure — Legal Requirement

If a Receiving Party is required by law, regulation, court order, or governmental authority to disclose Confidential Information, the Receiving Party shall: (i) give the Disclosing Party as much prior written notice as practicable; (ii) cooperate with the Disclosing Party in seeking a protective order or other appropriate relief; and (iii) disclose only that portion of the Confidential Information that is legally required to be disclosed.

## Section IV. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations of this Agreement do not apply to information that:

- (a) is or becomes publicly known through no act or omission of the Receiving Party;
- (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, without restriction on use or disclosure;
- (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by written records predating the disclosure;
- (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure; or
- (e) is approved for release by the Disclosing Party in writing.

The burden of proof that an exclusion applies rests on the Receiving Party.

## Section V. SPECIFIC PROTECTIONS

### V.I No License

Nothing in this Agreement grants either Party any right, title, license, or interest in any Confidential Information, or in any intellectual property of the Disclosing Party. Each Party's Confidential Information remains the exclusive property of that Party.

### V.II No Obligation to Proceed

Nothing in this Agreement obligates either Party to enter into any further agreement, to proceed with any transaction, or to disclose any particular information. Either Party may terminate discussions at any time without liability.

### V.III Accuracy

Neither Party makes any representation or warranty as to the accuracy or completeness of its Confidential Information. Each Party shall use the other Party's Confidential Information entirely at its own risk.

**V.IV Non-Solicitation**

During the term of this Agreement and for a period of twelve (12) months following its expiration or termination, neither Party shall directly solicit for employment any employee of the other Party who was involved in the Business Purpose discussions, without the prior written consent of the other Party. General public solicitations or job postings not targeted at specific individuals do not constitute a violation of this provision.

**V.V Non-Use for Competitive Purposes**

Each Receiving Party expressly agrees not to use the Disclosing Party's Confidential Information to compete with the Disclosing Party, to develop a competing product or service, or to reverse engineer any product, technology, or process of the Disclosing Party.

**Section VI. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

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Upon written request by the Disclosing Party, or upon termination or expiration of this Agreement, the Receiving Party shall promptly, at the Disclosing Party's election:

- Return all tangible materials containing or reflecting the Disclosing Party's Confidential Information; or
- Destroy all such materials and certify in writing that such destruction has been completed.

The Receiving Party may retain one archival copy of Confidential Information solely for legal compliance purposes, subject to the ongoing confidentiality obligations of this Agreement. Confidential Information retained in routine computer system backup media need not be purged, provided such backups are overwritten in the ordinary course.

**Section VII. TERM**

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This Agreement commences on the Effective Date and continues for a period of three (3) years, unless earlier terminated by mutual written consent. Upon expiration or termination, the confidentiality obligations set forth herein shall survive and continue in force for: (i) an additional two (2) years with respect to Confidential Information generally; and (ii) indefinitely with respect to Confidential Information that constitutes a trade secret under applicable law.

If the Parties enter into a definitive services agreement (including an MSA), the confidentiality provisions of that agreement shall supersede this Agreement with respect to information disclosed under that agreement.

## **Section VIII. REMEDIES**

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Each Party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, in addition to all other remedies available at law or in equity, the Disclosing Party shall be entitled to seek equitable relief, including specific performance and injunctive relief, without the necessity of proving actual damages or posting a bond.

## **Section IX. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflict of law principles. Any dispute arising under this Agreement that cannot be resolved by the Parties through good-faith negotiation shall be submitted to binding arbitration under the AAA Commercial Arbitration Rules in New Jersey, except that either Party may seek injunctive relief in any court of competent jurisdiction.

## **Section X. GENERAL PROVISIONS**

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### **X.I Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the confidentiality of information shared in connection with the Business Purpose, and supersedes all prior and contemporaneous discussions, representations, and agreements relating to the same subject matter.

### **X.II Amendment**

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

### **X.III Severability**

If any provision of this Agreement is found invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

### **X.IV Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be valid and enforceable.

**X.V No Waiver**

No failure or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

<p><b>SCANTRA</b> Scantra.ai DBA Scantra A program of Violet Organization</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p><b>COUNTERPARTY</b> [Client Legal Name]</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>
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