

# Mutual Non-Disclosure Agreement

VB-MNDA | Vera AI | Version 1.0 | Effective July 2026

VendorBenchmark LLC · 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States

A standalone mutual NDA for evaluations and data sharing before or alongside a subscription. Either party may disclose; both are bound to protect.

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into between VendorBenchmark LLC, a limited liability company with its registered office at 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States, and the publisher of the Vera AI platform (the "Provider") and the counterparty identified in the signature block (each a "party" and together the "parties"). It takes effect on the date of the last signature (the "Effective Date").

## BACKGROUND

The parties wish to explore, evaluate, or support a business relationship involving the Vera AI platform (the Purpose) and, for that purpose, may disclose confidential information to one another. This Agreement protects that information. It is mutual: each party may act as the disclosing party or the receiving party.

## 1. DEFINITIONS

- 1.1 Confidential Information** means non-public information a party (the disclosing party) discloses to the other (the receiving party), whether orally, in writing, or in any other form, that is marked or identified as confidential or that a reasonable person would understand to be confidential from its nature or the circumstances, including contracts, pricing, benchmarks, product and security information, business plans, and the existence and terms of the parties' discussions.
- 1.2 Representatives** means a party's employees, Affiliates, and professional advisors who need the Confidential Information for the Purpose.

## 2. PURPOSE

- 2.1** The receiving party will use the disclosing party's Confidential Information solely to pursue, evaluate, enter into, or perform the Purpose, and for no other purpose, and in particular not for any competitive purpose or to the disadvantage of the disclosing party.

## 3. EXCLUSIONS

- 3.1** Confidential Information does not include information that: (a) is or becomes public through no fault of the receiving party; (b) was rightfully known to the receiving party without a duty of confidence before disclosure; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is rightfully received from a third party without a duty of confidence.

## 4. OBLIGATIONS

- 4.1** The receiving party will protect the disclosing party's Confidential Information with at least the care it uses for its own information of like importance and no less than reasonable care, will use it only for the Purpose, and will

disclose it only to its Representatives who need it for the Purpose and are bound by confidentiality obligations no less protective than these. The receiving party is responsible for its Representatives' compliance and will promptly notify the disclosing party of any unauthorized use or disclosure it becomes aware of.

## 5. COMPELLED DISCLOSURE

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- 5.1** The receiving party may disclose Confidential Information to the extent required by law, regulation, or a court or governmental order, provided that, where lawful, it gives the disclosing party prompt notice and reasonable cooperation so the disclosing party can seek a protective order or other relief, and discloses only the portion legally required.

## 6. TERM AND RETURN

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- 6.1** This Agreement applies to Confidential Information disclosed during the two years from the Effective Date (the Disclosure Period). The confidentiality obligations continue for three years after each disclosure, except that for information that constitutes a trade secret the obligations continue for as long as the information remains a trade secret under applicable law.
- 6.2** On the disclosing party's written request or on expiry of the Disclosure Period, the receiving party will return or destroy the disclosing party's Confidential Information and, on request, certify its destruction, except that the receiving party may retain copies required by law or held in routine electronic backups, which remain subject to this Agreement.

## 7. NO LICENSE, NO WARRANTY, NO OBLIGATION

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- 7.1** No license to any intellectual property is granted by this Agreement, whether by implication, estoppel, or otherwise. Confidential Information is provided as is, without warranty of accuracy or completeness. Nothing in this Agreement obliges either party to disclose any information or to enter into any further agreement or transaction.

## 8. REMEDIES

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- 8.1** The parties agree that a breach of this Agreement may cause the disclosing party harm for which money damages are inadequate, and that the disclosing party may seek injunctive or other equitable relief in addition to any other remedy available at law, without the need to post a bond where permitted.

## 9. GENERAL

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- 9.1** This Agreement is the entire agreement between the parties on its subject and supersedes prior discussions on it. It may be amended only in writing signed by both parties. Neither party may assign it without the other's prior written consent, except to a successor in a merger or a sale of substantially all of its assets. Unless the parties state a different governing law in the signature block, this Agreement is governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws rules, and the courts located there have exclusive jurisdiction. This Agreement may be signed in counterparts and by electronic signature. If any provision is unenforceable, the rest remains in effect.

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*Each party signs below to be bound by this Agreement as of the later signature date.*

Any questions about this document go to [legal@vendorbenchmark.com](mailto:legal@vendorbenchmark.com).

EXECUTION

**The Provider** VendorBenchmark LLC

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**The Customer**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_