



## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement is made as of \_\_\_\_\_ (the "Effective Date")  
by and between:

- **Gaia Goods, Inc.**, an Oregon corporation with its principal place of business at 4110 SE Hawthorne Blvd., #138 Portland, Or 97214 and
- **Vendor Name** \_\_\_\_\_, a State/Country: \_\_\_\_\_  
entity type: \_\_\_\_\_ with principal place of business at address: \_\_\_\_\_

Company and Vendor are each referred to herein as a "Party" and collectively as the "Parties."

### 1. Purpose

The Parties wish to explore or engage in a commercial relationship under which Vendor provides products or services through the Gaia Goods marketplace (<https://gaiagoods.org/>). In connection with this, the Parties may share confidential and proprietary information. The purpose of this Agreement is to set terms protecting such information in the course of evaluating or performing the business relationship.

### 2. Definition of Proprietary Information

"Proprietary Information" means any non-public business, technical, or financial information, including but not limited to product designs, manufacturing processes, pricing, customer data, financial forecasts, marketing strategy, supplier lists, sales data, and any information labeled or treated as confidential. This applies whether disclosed orally, in writing, electronically, or otherwise.

### 3. Exclusions

Proprietary Information does not include information that the receiving Party can demonstrate:

- a) is already in the public domain through no fault of the receiving Party,
- b) was lawfully known to the receiving Party prior to disclosure,
- c) is lawfully received from a third party with no confidentiality obligation, or
- d) is independently developed by the receiving Party without reference to Proprietary Information.



503-231-8209



[www.gaiagoods.org](http://www.gaiagoods.org)



[Vendors@GaiaGoods.org](mailto:Vendors@GaiaGoods.org) | [contact@GaiaGoods.org](mailto:contact@GaiaGoods.org)



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#### **4. Non-Disclosure and Use**

- a) The receiving Party shall maintain Proprietary Information in strict confidence.
- b) It may use such information solely to evaluate or perform its obligations in the business relationship.
- c) It shall not disclose Proprietary Information to third parties except to its employees, agents, or advisors on a need-to-know basis, provided they are bound by equivalent confidentiality obligations.
- d) It shall not reverse-engineer or attempt to derive underlying information.

#### **5. Return or Destruction**

Upon termination or refusal to proceed with the relationship, or upon request, the receiving Party will promptly return or destroy all Proprietary Information (including all copies and extractable data) and certify in writing that it has complied.

#### **6. Notification Obligation**

In the event of any actual or suspected unauthorized use or disclosure of Proprietary Information, the receiving Party shall promptly notify the disclosing Party in writing. The receiving Party shall cooperate with the disclosing Party in taking all reasonable steps to investigate, contain, and mitigate any such unauthorized use or disclosure.

#### **7. No Obligation**

Nothing in this Agreement shall obligate either Party to disclose any particular information or to proceed with any proposed business transaction. This Agreement does not create any agency, partnership, joint venture, or other business relationship beyond the obligations explicitly stated herein.

#### **8. Equitable Relief**

The Parties acknowledge that unauthorized use or disclosure of Proprietary Information may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, either Party shall have the right to seek injunctive relief or other equitable remedies in addition to any other legal remedies available under law, without the necessity of posting bond or other security.

#### **9. Term**

The confidentiality obligations set forth in this Agreement shall remain in effect for a period of three (3) years from the date of the last disclosure of Proprietary Information by either Party, unless such information falls within one of the exclusions provided in Section 3 or unless earlier terminated in writing by the disclosing Party.



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## 10. Governing Law

This Agreement shall be governed by the laws of the State of \_\_\_\_\_, with disputes subject to its courts' exclusive jurisdiction. Amendments must be in writing and signed by both Parties. Invalid provisions shall not affect the remainder of the Agreement.

## 11. Miscellaneous

- a) **No License Granted:** This Agreement grants no intellectual property rights by virtue of Proprietary Information disclosure.
- b) **Entire Agreement:** This Agreement is the complete and exclusive understanding regarding confidentiality between the Parties.
- c) **Assignment:** Neither Party may assign this Agreement without prior written consent, except to permitted successors.

### Signatures

#### Gaia Goods, Inc.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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