
MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: _____

This Mutual Non-Disclosure Agreement (this "**Agreement**") is entered into by and between:

Adam Kamin, an individual doing business as **Overlaypos**, with an address of 1128 W Armitage Ave, Chicago, IL 60614 ("**Overlaypos**"), and

_____, ("**Merchant**"), a
_____, with an address of _____ of
_____.

Overlaypos and Merchant may each be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Purpose

Merchant is evaluating and/or using Overlaypos's software services, which layer on top of Merchant's existing point-of-sale, e-commerce, and business systems ("**Merchant Systems**"). To onboard, integrate, and support the services, Overlaypos may require temporary access to Merchant Systems, credentials, customer records, order history, inventory, and other business information ("**Purpose**"). Each Party may also share its own confidential information with the other during the Purpose.

2. Confidential Information

"**Confidential Information**" means any non-public information disclosed by one Party (the "**Discloser**") to the other (the "**Recipient**") in connection with the Purpose, in any form, whether marked confidential or not. Without limitation, Confidential Information includes:

- Merchant's POS credentials, API keys, customer data, order data, inventory data, financials, supplier relationships, pricing, margins, and business plans
- Overlaypos's source code, product roadmap, architecture, pricing, customer lists, and technical documentation

3. Obligations

For the Term (defined below), the Recipient will:

- (a) Use the Confidential Information solely for the Purpose;

- (b) Not disclose Confidential Information to any third party except to its employees, contractors, or professional advisors who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement;
- (c) Protect the Confidential Information using at least the same degree of care it uses for its own confidential information of similar sensitivity, and in no event less than a reasonable degree of care;
- (d) Not reverse-engineer, decompile, or attempt to derive the source code or trade secrets of the other Party from any materials received under this Agreement; and
- (e) Not copy or reproduce Confidential Information except as reasonably necessary for the Purpose.

4. Exclusions

Confidential Information does not include information that the Recipient can demonstrate:

- (a) Was already known to the Recipient without confidentiality obligation before receipt from the Discloser;
- (b) Is or becomes publicly available through no fault of the Recipient;
- (c) Is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information; or
- (d) Is rightfully received from a third party without confidentiality obligation.

5. Merchant System Access — Additional Obligations

When Overlaypos is granted access to Merchant Systems, Overlaypos agrees:

- To use access only for the stated Purpose and only for the duration reasonably necessary;
- Not to modify, delete, disable, or export Merchant data except as expressly authorized by Merchant;
- Not to sell, share, or use Merchant's customer data for Overlaypos's own marketing purposes;
- To store any credentials received in encrypted form, with access limited to personnel who need it for the Purpose;
- To promptly notify Merchant of any suspected unauthorized access or data breach involving Merchant Confidential Information; and
- Upon Merchant's request or completion of the Purpose, to promptly revoke and destroy any credentials received and delete or return Merchant Confidential Information in its possession, subject to Section 8.

6. Compelled Disclosure

If the Recipient is required by law, subpoena, or valid court or governmental order to disclose Confidential Information, the Recipient will (to the extent legally permitted) promptly notify the Discloser so the Discloser may seek a protective order or other remedy, and will disclose only the portion of Confidential Information legally required.

7. Term

This Agreement takes effect on the Effective Date and continues in effect for a period of **three (3) years** from the Effective Date. Each Party's confidentiality obligations with respect to information already disclosed will survive termination for an additional **three (3) years**, and indefinitely for trade secrets.

8. Return or Destruction

Upon termination or the Discloser's written request, the Recipient will promptly return or destroy all Confidential Information in its possession, including copies, and certify in writing that it has done so. The Recipient may retain one copy in secure archives for legal-compliance purposes and copies stored on standard backup systems, subject to continuing confidentiality obligations.

9. No License; No Warranty

No license or ownership is granted by this Agreement. Confidential Information is provided "AS IS" without any warranty. Neither Party is obligated to disclose any specific information or enter into any further agreement.

10. Remedies

The Parties acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages would be inadequate. Each Party is entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedy available at law or equity, without posting bond.

11. General

Governing law: This Agreement is governed by the laws of the State of Illinois, without regard to conflicts of law principles.

Venue: Exclusive venue for any dispute is the state or federal courts located in Cook County, Illinois.

Entire agreement: This is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions or agreements.

Amendments: Any amendment must be in writing signed by both Parties.

Severability: If any provision is held unenforceable, the remainder will remain in effect.

Assignment: Neither Party may assign this Agreement without the other's prior written consent, except to an affiliate or successor by merger, acquisition, or sale of substantially all assets.

No agency: Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

Counterparts: This Agreement may be signed in counterparts, including by electronic signature, each of which will be considered an original.

**OVERLAYPOS (ADAM KAMIN,
INDIVIDUALLY)**

Signature:

Name:

Adam Kamin

Title:

Founder & Principal

Date:

MERCHANT

Signature:

Name:

Title:

Company:

Date:
