Mutual Non-Disclosure Agreement

EngineeringPDP is an independent firm; not affiliated with Amazon.com, Inc.

Effective Date: October 23, 2026

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between Amazon Advisers LLC, dba EngineeringPDP, an Arizona Limited Liability Company, ("EngineeringPDP"), and [Client Legal Name] ("Client"). EngineeringPDP and Client may each be referred to as a "Party" and together as the "Parties."

1. Purpose
The Parties may exchange confidential information in connection with evaluating, discussing, or performing services related to Amazon marketplace strategy, product listings, content, design, advertising, analytics, and related business activities ("Purpose").

2. Confidential Information
"Confidential Information" means all non-public information disclosed by either Party, whether written, oral, electronic, visual, or otherwise, including:

- Business plans, strategies, pricing, and financial information
- Sales data, advertising data, customer information, and marketplace performance
- Product information, launch plans, and supplier information
- Product listings, copy, images, brand materials, and account information
- Login credentials, access credentials, and technical information
- Trade secrets, proprietary methods, processes, and know-how
- Any information that reasonably appears confidential given its nature or the circumstances of disclosure

Confidential Information does not need to be marked "confidential" to receive protection under this Agreement.

3. Confidentiality Obligations
The receiving Party agrees to:

1. Use Confidential Information only for the Purpose.

2. Protect Confidential Information using at least reasonable care and no less care than it uses to protect its own confidential information.
3. Disclose Confidential Information only to its employees or contractors who need to know it for the Purpose and who are bound by confidentiality obligations.
4. Not sell, publish, distribute, copy, exploit, or disclose Confidential Information to any other person or organization.
5. Be responsible for any breach of this Agreement by its employees.

Neither Party will disclose the other Party's Confidential Information to any third party without the disclosing Party's prior written consent, except (a) to Representatives permitted under Section 3, or (b) as required by Section 4.

4. Required Disclosure
If a Party is legally required to disclose Confidential Information, it may do so only to the minimum extent legally required.

To the extent legally permitted, the receiving Party will:

- Promptly notify the disclosing Party in writing;
- Cooperate in seeking a protective order or other confidential treatment; and
- Take reasonable steps to ensure the information remains confidential.

Nothing in this Agreement prevents a person from reporting or investigating a suspected violation of law with a government official or attorney, or from making a legally protected disclosure.

5. Exclusions
Confidential Information does not include information that the receiving Party demonstrates by written records: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to it before disclosure; (c) was lawfully received from a third party without a confidentiality obligation; or (d) was independently developed without use of the Confidential Information. Information is not public merely because individual elements are public, and these exclusions do not apply to access credentials or personal information.

6. Ownership

All Confidential Information remains the property of the disclosing Party. No license, ownership interest, or other rights are granted except the limited right to use the information for the Purpose.

7. Return or Destruction
Within thirty (30) days after a written request or the end of the Purpose, the receiving Party will return or destroy the disclosing Party's Confidential Information and, upon request, certify in writing that it has done so. Access credentials will be revoked or deactivated within five (5) business days. Retained backups or legally required records remain subject to this Agreement for as long as retained.

8. Security and Credentials
Each Party will maintain commercially reasonable administrative, technical and physical safeguards. A Party will notify the other within seventy-two (72) hours after discovering any unauthorized access to, or use or disclosure of, Confidential Information, will take reasonable steps to contain and remediate it, and will cooperate with the other Party's reasonable investigation. Credentials will be shared only through a secure credential manager or Amazon's delegated user access features, and never through email or unsecured messaging.

9. No Publicity
Neither Party may use the other Party’s name, logo, trademarks, results, product information, or relationship in marketing, case studies, public statements, or promotional materials without prior written permission.

10. No Guarantee
This Agreement does not require either Party to proceed with a business relationship or transaction. All Confidential Information is provided without any guarantee regarding accuracy or completeness.

11. Term and Survival
This Agreement begins on the Effective Date and continues for three years unless ended earlier in writing.

The confidentiality obligations will continue for three years after the last disclosure of Confidential Information. Obligations regarding trade secrets, and regarding access credentials and personal information, will survive for as long as

the information remains a trade secret or is retained by the receiving Party, respectively.

12. Remedies
Each Party acknowledges that unauthorized use or disclosure may cause irreparable harm for which monetary damages may be inadequate. The non-breaching Party may seek injunctive relief or specific performance in addition to other remedies, without proof of actual damages. The prevailing Party in any action to enforce this Agreement may recover reasonable attorneys' fees and costs.

13. No Waiver
A failure to enforce any provision of this Agreement does not waive the right to enforce that provision later.

14. Governing Law
This Agreement is governed by Arizona law, without regard to conflict-of-law principles. The state and federal courts located in Maricopa County, Arizona have exclusive jurisdiction over any action arising out of this Agreement, and each Party consents to personal jurisdiction there. A Party seeking injunctive relief to protect Confidential Information may do so in any court of competent jurisdiction.

15. Entire Agreement
This Agreement is the entire agreement between the Parties concerning confidentiality and replaces all prior discussions or agreements on that subject. Any amendment must be in writing and signed by both Parties.

16. Signatures

Amazon Advisers, LLC dba EngineeringPDP

By: _____
Name: Steven Beach
Title: Principal Engineer / LLC Manager
Date: October 23, 2026

[Client Legal Name]

By: _____
Name: _____
Title: _____
Date: _____