

AJA ALIA™ INSTITUTE

Mutual Non-Disclosure Agreement™

Website Design & Development

v1.0

This Agreement establishes the confidentiality obligations between the Parties in connection with a website design and development project, ongoing maintenance, consulting engagement, or related business relationship with AJA ALIA™ Institute.

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

Party A: _____

AJA ALIA™ Institute, a sole proprietorship, located at 2100 Redondo Beach Blvd., Suite C410, Torrance, CA 90504.

Party B: _____

[CLIENT LEGAL NAME], located at [CLIENT ADDRESS].

Party A and Party B may each be referred to individually as a "Party" and collectively as the "Parties." Each Party may act as either a Disclosing Party or a Receiving Party under this Agreement, depending on which Party is sharing information at a given time.

1. Purpose

The Parties wish to explore or engage in a business relationship that includes website design and development work, and may also include ongoing maintenance, consulting, or related services (the "Purpose"). In connection with the Purpose, each Party may disclose to the other certain non-public, confidential, or proprietary information. This Agreement sets out each Party's obligations regarding that information.

2. Definition of Confidential Information

"Confidential Information" means any non-public business, financial, technical, or operational information disclosed by either Party in connection with the Purpose, whether disclosed orally, in writing, or electronically, and whether or not marked "confidential." Confidential Information includes, without limitation:

- Website analytics, screenshots, pricing, and internal metrics
- Standard operating procedures, booking systems, and internal workflows
- Login credentials, access codes, and account access of any kind
- Client lists, customer data, and business strategy or marketing plans
- For Party A: proprietary frameworks, methodology, and diagnostic tools, including the Five Certainty Signals™, Certainty Creates Capacity™, Trust Infrastructure™, Infrastructure Observation™, Luxury Booking Infrastructure™, and related terminology, to the extent not already publicly published by Party A

Information that a reasonable person would understand to be confidential or proprietary, given the nature of the information and the circumstances of disclosure, is Confidential Information whether or not it fits neatly into the categories above.

3. Exclusions

Confidential Information does not include information that: was already known to the Receiving Party without duty of confidentiality before disclosure; is or becomes publicly available through no fault of the Receiving Party; is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or is rightfully received from a third party without breach of any confidentiality obligation.

4. Obligations of Receiving Party

Each Party, when receiving Confidential Information, agrees to: use it only for purposes of the Purpose described in Section 1; not disclose it to any third party without the Disclosing Party's prior written consent, except as permitted under Section 5; limit internal access to employees or contractors who need it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement; and protect it using at least the same degree of care used to protect its own confidential information, and no less than reasonable care.

5. Permitted Disclosures

A Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that, where legally permitted, it gives the Disclosing Party prompt written notice before disclosure so the Disclosing Party may seek a protective order or other appropriate remedy.

6. No License; No Obligation to Proceed

Nothing in this Agreement grants either Party any license, ownership interest, or other right in the other Party's Confidential Information or intellectual property, beyond the limited right to use it for the Purpose. Nothing in this Agreement obligates either Party to enter into any further business relationship, engagement, or agreement.

7. Term of Confidentiality

The confidentiality obligations in this Agreement apply to Confidential Information disclosed during the [two (2)]-year period following the Effective Date, and survive for [three (3)] years from the date of each disclosure, except that obligations relating to trade secrets survive for as long as the information remains a trade secret under applicable law.

8. Return or Destruction of Materials

Upon written request by the Disclosing Party, or upon termination of the business relationship between the Parties, the Receiving Party will promptly return or destroy all Confidential Information in its possession, including copies, and confirm such return or destruction in writing upon request, except for archival copies retained solely for legal or compliance purposes.

9. Remedies

Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages alone would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the non-breaching Party is entitled to seek injunctive or other equitable relief to prevent or restrain any actual or threatened breach of this Agreement.

10. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles. The Parties agree to first attempt to resolve any dispute informally; if unresolved after [30] days, the Parties agree to submit the dispute to mediation. If the dispute remains unresolved following mediation, the Parties agree to the exclusive jurisdiction of the courts located in Los Angeles County, California.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding confidentiality and supersedes any prior discussions or agreements on that subject. Any amendment must be in writing and signed by both Parties. This Agreement does not replace or modify any separate service agreement between the Parties covering scope, fees, deliverables, or ownership.

AGREED AND ACCEPTED

AJA ALIA™ Institute (Party A)

Signature: _____
Name: _____
Date: _____

[CLIENT LEGAL NAME] (Party B)

Signature: _____
Name: _____
Date: _____