



PRECISION QUOTE ENGINEERING

MUTUAL NON-DISCLOSURE AGREEMENT

Mutual Confidentiality & Non-Disclosure Agreement

Short-form mutual NDA between Stintera LLC and the receiving shop. Covers shop capabilities, pricing, vendor data, and the RFQs exchanged for quoting services.

PARTY A — QUOTING SERVICE PROVIDER

Stintera LLC · A limited liability company organized under the laws of the State of Illinois ·
onboarding@stintera.com

PARTY B — RECEIVING SHOP

 (Legal entity name · state of formation · authorized contact email)

EFFECTIVE DATE

The parties wish to explore and engage in a business relationship in which Stintera provides precision quoting services to Party B. In connection with that relationship, each party may disclose to the other certain Confidential Information. The parties agree as follows.

1. **Definition of Confidential Information.** "Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this relationship, including but not limited to:
 - a. shop capabilities, machine lists, tooling inventory, and inspection equipment;
 - b. hourly rates, margin structure, material markup, vendor pricing, and quote build-up data;
 - c. outside-processing vendor relationships and the rates, lead times, and terms thereof;
 - d. customer lists, RFQ details, drawings, STEP files, specifications, and design data;
 - e. quoting methodology, system prompts, analysis pipelines, and proprietary deliverable formats;

f. any information marked or designated as confidential, or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

- 2. Use Restrictions.** The Receiving Party shall use Confidential Information solely for the purpose of evaluating and conducting the business relationship between the parties, and for no other purpose. The Receiving Party shall not disclose Confidential Information to any third party except to its employees, contractors, or advisors who (a) have a need to know for the stated purpose and (b) are bound by confidentiality obligations no less protective than those in this Agreement.
- 3. Standard of Care.** The Receiving Party shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than reasonable care.
- 4. Exclusions.** The obligations in this Agreement do not apply to information that the Receiving Party can demonstrate:

 - a. was publicly known at the time of disclosure or became publicly known through no fault of the Receiving Party;
 - b. was already known to the Receiving Party without confidentiality obligation before disclosure;
 - c. was independently developed by the Receiving Party without use of or reference to the Confidential Information;
 - d. was rightfully received from a third party without confidentiality obligation.
- 5. Compelled Disclosure.** If the Receiving Party is required by law, subpoena, or court order to disclose Confidential Information, it shall, to the extent legally permitted, promptly notify the Disclosing Party and cooperate with reasonable efforts to seek a protective order or limit the disclosure.
- 6. Term.** This Agreement is effective as of the Effective Date and remains in force for a period of three (3) years thereafter. Confidentiality obligations with respect to Confidential Information disclosed during the term shall survive expiration or termination for an additional three (3) years; obligations relating to trade secrets shall continue for so long as such information qualifies as a trade secret under applicable law.
- 7. Return or Destruction.** Upon written request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, including all copies and derivatives, and certify such destruction in writing. The Receiving Party may retain one copy solely for legal and compliance purposes.
- 8. No License; Ownership.** All Confidential Information remains the property of the Disclosing Party. No license or right under any patent, copyright, trademark, trade secret, or other intellectual property is granted under this Agreement, whether by implication, estoppel, or otherwise.
- 9. No Solicitation of Customers.** During the term of this Agreement and for one (1) year following its expiration, neither party shall knowingly solicit or directly contact the end-customer counterparties identified on RFQs exchanged between the parties for the purpose of bypassing the quoting relationship, except where pre-existing relationships are documented in writing at the time of disclosure.

- 10. Remedies.** The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information, and that the Disclosing Party may seek equitable relief, including injunction and specific performance, in addition to any other remedy available at law or equity.
- 11. Governing Law; Disputes.** This Agreement is governed by the laws of the State of Illinois without regard to its conflict-of-laws principles. The parties agree to attempt good-faith resolution of any dispute before pursuing litigation. Any unresolved dispute shall be brought in the state or federal courts located in or serving Winnebago County, Illinois.
- 12. Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous understandings. Amendments must be in writing and signed by both parties. If any provision is found unenforceable, the remaining provisions shall remain in full effect.

By signing below, each party agrees to be bound by the terms of this Agreement as of the Effective Date above.

Stintera LLC

Receiving Shop

 AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

 PRINTED NAME & TITLE

 PRINTED NAME & TITLE

 DATE

 DATE

How to execute and return. Sign electronically (DocuSign / Adobe / etc.) or print, sign, and scan. Return the executed copy to onboarding@stintera.com or upload via the secure link in your onboarding email. Once we receive your countersigned copy, we'll issue our half within one business day.