Information

Mutual Nondisclosure Agreement

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An overview of the mutual confidentiality terms used for discovery, demonstrations and procurement before a services agreement is in place.

This page is an informational overview. Customer-specific agreements, quotes and any required signatures are handled privately with Portwood.

When it applies: A mutual NDA may be agreed privately before either party shares confidential material. A routine introduction does not require an NDA.

1 Scope and private agreement

Portwood LLC, an Indiana limited liability company, and a prospective counterparty may use a privately executed mutual NDA to protect confidential information exchanged to evaluate a potential business relationship, conduct procurement, or scope a project (Purpose). The private agreement identifies both parties, the Purpose and their notice details. It becomes binding when both parties sign; its effective date is the date of the last signature unless that agreement specifies another date. Publication, downloading, a routine introduction or a discovery booking does not execute an NDA or authorize access to an environment.

2 Confidential information

Confidential Information is nonpublic information disclosed by or for a party that is marked confidential or reasonably should be understood to be confidential given its nature and context. It includes business plans, pricing, nonpublic technical and security information, customer information, credentials, personal data, and the existence and substance of nonpublic negotiations.

Confidential Information does not include information the recipient can demonstrate was already lawfully known without a duty of confidence, becomes public without breach, is independently developed without use of the disclosure, or is lawfully received from a third party without restriction. Public open-source code is subject to its license and does not become confidential merely because it is discussed under this agreement.

3 Handling and permitted disclosure

The recipient uses Confidential Information only for the Purpose, protects it with at least reasonable care, and discloses it only to employees, contractors, professional advisers, and affiliates who need it for the Purpose and are bound by confidentiality obligations at least as protective or professional duties of confidence. The recipient is responsible for breaches by its representatives.

Neither party requests production data or credentials for routine discovery. Examples should use fictional, masked, or otherwise appropriately minimized data. This NDA does not itself authorize access to a Salesforce environment or processing personal data on another party's behalf. Any required processing agreement and access authorization must be agreed separately.

4 Required disclosure

If disclosure is legally required, the recipient may disclose only what is required and, where legally permitted, gives prompt notice and reasonable assistance so the discloser can seek protection. The recipient continues protecting all other Confidential Information.

5 Ownership and no commitment

The discloser retains ownership of its information. No intellectual property license is granted except the limited permission to use it for the Purpose. Neither party is required to disclose information, purchase services, or enter into another agreement. Information is supplied for evaluation without a warranty of completeness or accuracy, subject to liability that cannot lawfully be excluded. Neither party may publicize the other's name or logo without permission.

6 Return retention and duration

On written request, the recipient returns or deletes Confidential Information, except that it may retain information required by law, professional recordkeeping duties, or a restricted archival copy for compliance, and information in routine backups until overwritten. Retained material remains protected and is not used for a new purpose.

This agreement covers disclosures for two years from the effective date unless ended earlier by written notice. Confidentiality duties continue for three years after each disclosure, with trade secrets protected while they remain trade secrets and personal data protected as required by law. Ending discussions does not end those duties.

7 Remedies and general terms

Unauthorized disclosure may cause harm for which monetary damages are inadequate. A party may seek appropriate injunctive relief subject to applicable court requirements. This agreement does not impose a noncompete, nonsolicitation, or exclusivity obligation.

Indiana law governs, excluding conflict-of-law rules, and the state and federal courts having jurisdiction in Marion County, Indiana have exclusive jurisdiction, subject to mandatory law. Notices go by email to hello@portwood.dev and the counterparty notice address identified in the private agreement, with acknowledged or otherwise reliably evidenced receipt. Amendments require mutual written agreement. This is the entire agreement on its subject unless a later signed agreement expressly supersedes it. Electronic signatures and counterparts are permitted.