



FedShredder

Mutual Non-Disclosure Agreement (Template)

FedShredder LLC

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

FedShredder LLC ("Party A"), and

_____ ("Party B" — insert Party B legal corporate name),

each a "Party" and collectively the "Parties."

1. Purpose

The Parties wish to evaluate a Pilot Sprint or retainer engagement for federal proposal compliance services ("Purpose"). In connection with the Purpose, each Party may disclose confidential information to the other.

2. Confidential Information

"Confidential Information" means non-public information disclosed by either Party, including without limitation:

- Solicitation packages, amendments, and attachments;
- Compliance matrices, volume maps, and requirement traceability artifacts;
- Pricing, cost, and fee structures;
- Teaming arrangements, subcontractor identities, and proposal strategies;
- Personnel, clearance, and organizational capability data;
- Security questionnaires and audit responses; and
- Business plans, roadmaps, and proprietary software or methodology.

Confidential Information does not include information that: (a) is or becomes public without breach of this Agreement; (b) was known to the receiving Party prior to disclosure without restriction; (c) is independently developed without use of Confidential Information; or (d) is received from a third party without restriction and without breach of any obligation to the disclosing Party.

3. Obligations

Each Party shall:

1. Use Confidential Information only for the Purpose;

2. Limit access to personnel and advisors with a need to know who are bound by confidentiality obligations at least as protective as this Agreement;
3. Protect Confidential Information with at least reasonable care, and no less than the care it uses for its own similar information;
4. Not disclose Confidential Information to third parties except subprocessors bound by written obligations substantially equivalent to this Agreement.

3.1 Subprocessors

Where Party A processes Party B materials using cloud or AI subprocessors, those subprocessors are authorized only as described in the Pilot Data Addendum executed between the Parties. Party B's Pilot Data Addendum and current Subprocessor Register are incorporated by reference for subprocessors handling solicitation materials.

4. Restricted and Export-Controlled Data (Pilot Phase)

Unless the Parties execute a separate written agreement specifying otherwise, neither Party shall provide or require processing of:

- Classified national security information;
- International Traffic in Arms Regulations (ITAR) or export-controlled technical data; or
- Controlled Unclassified Information (CUI) or other government-marked sensitive categories when the solicitation or attachment expressly restricts distribution or requires a higher authorization than unclassified commercial handling.

Party B represents that materials uploaded for a standard Pilot Sprint are unclassified and suitable for commercial proposal-development workflows. Party B is responsible for redacting or withholding restricted attachments before upload.

5. Return and Destruction

Upon written request by the disclosing Party, or upon termination of discussions related to the Purpose, the receiving Party shall within thirty (30) days: (a) return or destroy Confidential Information in its possession or control; and (b) certify destruction when requested.

Operational retention, backup, and subprocessor deletion for Pilot Data are governed by the Pilot Data Addendum when executed. This Section 5 applies to Confidential Information not otherwise addressed in the Pilot Data Addendum.

6. Compelled Disclosure

If compelled by law, regulation, or court order, the receiving Party may disclose only the minimum Confidential Information legally required and will, when legally permitted, provide prompt notice to the disclosing Party so the disclosing Party may seek protective treatment.

7. Remedies

Each Party acknowledges that unauthorized disclosure or misuse of Confidential Information—particularly solicitation, pricing, or proposal-sensitive materials—may cause irreparable harm for which monetary damages may be inadequate. In addition to other remedies available at law or in equity, the disclosing Party may seek injunctive or

equitable relief without posting bond to the extent permitted by applicable law.

8. Term

This Agreement begins on the Effective Date and continues for three (3) years unless earlier terminated by mutual written agreement. Confidentiality obligations survive five (5) years from the date of last disclosure of Confidential Information, except trade secrets, which remain protected for so long as they qualify as trade secrets under applicable law.

9. No License

No license, ownership transfer, or implied right is granted by disclosure of Confidential Information.

10. Governing Law

This Agreement is governed by the laws of the State of _____ (insert state, e.g., Washington, Virginia, Maryland, or Delaware), without regard to conflict-of-law rules.

Signatures

Complete all fields before execution.

Party A — FedShredder LLC	Party B — Customer legal name
Authorized signature: _____	Authorized signature: _____
Printed name: _____ —	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Party B legal name (print): _____

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Human QA required on all final deliverables. FedShredder establishes a verified, source-linked requirements baseline before drafting begins.