



C O N F I D E N T I A L

Mutual Non-Disclosure Agreement

PARTY A — SERVICE PROVIDER

Evgeny Tsyplakov

Search & AI Reputation Engineering (SERM / GERM) · evgenytsyplakov.com

PARTY B — CLIENT

Full name

Email address

Effective date

1. Purpose

The parties wish to explore a possible professional engagement in search engine reputation management (SERM) and generative engine reputation management (GERM). To do so, they may need to share information they consider confidential. This Agreement sets out how that information is protected, in both directions.

2. Definition of Confidential Information

“Confidential Information” means any information disclosed by one party to the other, whether in writing, verbally or by any other means, that is marked confidential or that a reasonable person would understand to be confidential in the circumstances. It includes, without limitation: the existence and content of this Agreement and of any discussions between the parties; personal and business data, plans, strategies and financial information; the scope, substance and results of any reputation work; and the identity of the client.

3. Obligations of the Parties

Each party agrees to: (a) keep the other party’s Confidential Information strictly confidential; (b) use it only to evaluate or carry out the engagement described in Section 1; (c) not disclose it to any third party without the disclosing party’s prior written consent; and (d) protect it with at least the same care it uses for its own confidential information, and never less than reasonable care.

4. Exclusions

The obligations in Section 3 do not apply to information that: (a) becomes publicly available through no fault of the receiving party; (b) was lawfully known to the receiving party before disclosure; (c) is independently developed by the receiving party without use of the Confidential Information; or (d) must be disclosed by law or court order, provided the receiving party gives prompt written notice to the disclosing party and cooperates in seeking protective treatment.



5. Term and Survival

This Agreement takes effect on the Effective Date and remains in force for three (3) years, unless ended earlier by mutual written agreement. The confidentiality obligations survive the expiry or termination of this Agreement.

6. No Obligation to Proceed

Nothing in this Agreement obliges either party to enter into any further agreement or to proceed with any engagement. Either party may discontinue discussions at any time, without liability.

7. Return or Destruction

On written request, the receiving party will return or destroy the disclosing party's Confidential Information and, on request, confirm in writing that it has done so. The receiving party may retain copies only where required by law or by its own record-keeping duties, and those copies remain subject to this Agreement.

8. No Warranty; No Licence

Confidential Information is provided "as is", without warranty of any kind. Nothing in this Agreement grants either party any intellectual-property licence or other right in the other's Confidential Information beyond what is needed to carry out the purpose in Section 1.

9. Governing Law

This Agreement is governed by the laws of the jurisdiction stated by Party A. The parties will first seek to resolve any dispute amicably; failing that, the courts of that jurisdiction have exclusive competence.

10. Entire Agreement

This Agreement is the entire agreement between the parties on the subject of confidentiality and supersedes all prior discussions on that subject. It may be amended only in writing, signed by both parties.



Signatures

PARTY A — SERVICE PROVIDER

Evgeny Tsyplakov

Signed by: Evgeny Tsyplakov

Date: as of the Effective Date

PARTY B — CLIENT

Signature — type your full name

Date:

By typing your name and returning this document, you enter into this Agreement. Party B signs second; the Effective Date above applies to both parties.