



Mutual Confidentiality Agreement

For mentoring, diagnostic, consulting, and operational implementation services

Editable document · Complete all bracketed fields

Version 1.2 · Georgia · September
29, 2026

IMPORTANT. This template was adapted for a business located in Carrollton, Georgia, and reviewed against official sources current as of September 29, 2026. It is not a legal opinion. Before use, a Georgia-licensed attorney should confirm regulated activities, liability provisions, and any Client-specific requirements.

AGREEMENT DETAILS

Effective date	[MONTH / DAY / YEAR]
Party 1	Galileo Innova LLC, based in Carrollton, Georgia, USA ("Galileo")
Party 2	[CLIENT LEGAL NAME], [ADDRESS] ("Client")
Client representative	[NAME, TITLE, AND EMAIL]
Purpose	To evaluate or provide mentoring, diagnostic, consulting, and implementation services.

Galileo and the Client may disclose sensitive information to evaluate an opportunity or perform services. Both parties wish to protect that information under the same standard. They therefore agree as follows:

1. Confidential information

Confidential Information means all nonpublic information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), orally, visually, in writing, electronically, or through access to facilities, when it is identified as confidential or when a reasonable person would understand from its nature and context that it should be protected.

- Financial information, sales, margins, prices, costs, budgets, and cash flow.
- Inventory and SKU data, actual or estimated demand, demand fluctuations, inbound and outbound timing, inactivity, special orders, and critical orders.
- Information concerning vendors, customers, personnel, facilities, processes, safety, quality, productivity, systems, credentials, and configurations.
- Models, matrices, tools, diagnostics, recommendations, proposals, templates, reports, code, and working materials.
- The existence and terms of discussions, proposals, or projects between the parties.

2. Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate: (a) became public without breach of this Agreement; (b) was lawfully possessed without a confidentiality obligation; (c) was lawfully received from an authorized third party; (d) was independently developed without using the disclosed information; or (e) was authorized in writing for disclosure by the Disclosing Party.

3. Permitted use and standard of care

The Receiving Party will use Confidential Information only for the Purpose. It will protect the information with at least the same care used for its own sensitive information and never less than reasonable commercial care.

- Limit access to people who need the information for the Purpose.



- Ensure that employees, contractors, and advisers with access are bound by equivalent confidentiality duties.
- Avoid copying, downloading, or retaining information beyond what is reasonably necessary.
- Do not sell, publish, reuse for another client, or use the information for unfair competition.

4. Data, credentials, and digital tools

The parties will follow a data-minimization principle and share only fields needed for the analysis. Galileo will not request full payment-card numbers, personal passwords, or health information unless a later written scope expressly requires them and both parties document additional controls.

- Files will be transmitted through an agreed channel with restricted access.
- Temporary credentials, when essential, will be individual, limited, and revoked when the work ends.
- Identifiable Confidential Information will not be entered into public artificial-intelligence tools without written authorization from the Disclosing Party and a prior privacy review.
- Any technology-assisted analysis will receive human review before becoming a recommendation or deliverable.

5. Required disclosure

If a law, court order, or competent authority requires disclosure, the Receiving Party may disclose only what is required. When legally permitted, it will promptly notify the Disclosing Party and reasonably cooperate in seeking protection or limiting the disclosure.

6. Incidents and cooperation

The Receiving Party will report without undue delay any confirmed unauthorized access, use, or disclosure affecting Confidential Information. It will also take reasonable steps to contain the incident, preserve evidence, reduce harm, and assist with applicable legal obligations.

7. Return, deletion, and retention

When the Purpose ends or upon the Disclosing Party's request, the Receiving Party will reasonably return or delete Confidential Information and, if requested, confirm the action in writing. It may retain a strictly limited copy when required by law, insurance, accounting obligations, or reasonable backup systems; that copy remains protected and may not be used for another purpose.

8. Ownership and no license

Each party retains its rights in information, data, marks, methods, and materials owned before the exchange. This Agreement transfers no intellectual property and grants no license other than the limited right to use Confidential Information for the Purpose.

9. Publicity and case studies

Neither party may use the other party's name, mark, logo, testimonial, photograph, or identifiable results in advertising, social media, presentations, case studies, or sales materials without specific written permission. Anonymization must reasonably prevent identification of the Client.

10. Term

This Agreement begins on the Effective Date. Confidentiality duties continue for three (3) years after the last disclosure. Trade secrets remain protected for as long as they retain that status under applicable law, including the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq. The parties may extend the period in writing.

11. Remedies for breach

The parties acknowledge that unauthorized disclosure may cause harm that money alone cannot adequately repair. In addition to other lawful remedies, the affected party may seek appropriate injunctive relief. This clause does not eliminate defenses or rights that cannot legally be waived.



12. Relationship and no obligation to engage

This Agreement does not create a partnership, employment relationship, agency, exclusivity, or obligation to enter a project. Any service will be governed by a separately accepted proposal, statement of work, or contract.

13. Governing law and dispute resolution

This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-law rules. Before litigation, the parties will attempt in good faith to resolve the dispute through an executive-level discussion and, if both agree, mediation. To the extent permitted by law, any action will be filed in a state court of competent jurisdiction located in Carroll County, Georgia, or, when federal jurisdiction exists, in the United States District Court for the Northern District of Georgia, Newnan Division. This venue selection does not waive jurisdictional or venue rights that cannot legally be waived.

14. General provisions

This document is the entire confidentiality agreement for the Purpose and supersedes earlier discussions on that subject. Any amendment must be written and accepted by both parties. If a provision is invalid, the remainder continues in effect and the invalid provision will be adjusted only as necessary. Failure to enforce a right once is not a waiver. Neither party may assign this Agreement in a way that reduces the other's protection without written consent, except in a reorganization or substantial sale of the business with equivalent obligations.

15. Electronic signatures and copies

The parties may sign counterparts and use electronic signatures under the Georgia Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 et seq. By typing a name, applying a digital signature, checking an acceptance box, or using another electronic process identified as a signature, the person shows an intent to sign and accept this Agreement. Each party may download or request a complete copy. Each counterpart is treated as an original and together they form one agreement. Each signer represents that the signer has authority to bind the represented party.

ACCEPTED AND AGREED:

GALILEO INNOVA LLC	CLIENT / OTHER PARTY
By: Obed Morazán	Entity: _____
Title: Consultant and author	By: _____
Signature: _____	Title: _____
Date: _____	Signature: _____
	Date: _____



Appendix A Practical Data Exchange Protocol

This appendix is an operational checklist. It does not expand the service scope or replace controls required by law or the Client's industry.

- ☐ Define in writing the question the analysis must answer and the fields that are essential.
- ☐ Exclude full payment-card numbers, shared credentials, and personal data that do not support the objective.
- ☐ Assign a data owner for each party and confirm the authorized transfer channel.
- ☐ Apply need-to-know access, strong authentication, and revocation at project close.
- ☐ Maintain a backup and preserve the Client's original files without alteration.
- ☐ Record the version, date, source, assumptions, transformations, and limits of each dataset.
- ☐ Separate facts, estimates, and recommendations in deliverables.
- ☐ Human-review all content assisted by artificial intelligence.
- ☐ Agree on a deletion or return date and confirm closure.
- ☐ Obtain written permission for every testimonial, logo, or case study, even when anonymized.

Contact for data or confidentiality requests: obed.morazan@galileoinnova.com

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