

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of **[DATE]** by and between **Arion, LLC**, a Colorado limited liability company with a mailing address of PO Box 227, Firestone, CO 80520 ("Arion"), and **[COMPANY LEGAL NAME]**, a **[STATE]** **[ENTITY TYPE]** with a place of business at **[STREET ADDRESS, CITY, STATE, ZIP]** ("Counterparty"). Arion and Counterparty are each a "Party" and together the "Parties."

1. Purpose

The Parties wish to explore or perform a business relationship involving chauffeured ground transportation services (the "Purpose"). In connection with the Purpose, each Party may disclose certain confidential information to the other.

2. Confidential Information

"Confidential Information" means non-public information disclosed by one Party (the "Discloser") to the other (the "Recipient"), in any form, that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. It includes, without limitation: passenger and client identities, itineraries, aircraft tail numbers, flight schedules, addresses, pricing, contract terms, vendor lists, operational procedures, and business plans.

3. Passenger and Traveler Information

The Parties acknowledge that information identifying a passenger, their movements, their companions, or their destinations is Confidential Information of the highest sensitivity. Recipient shall not disclose, publish, photograph, record, post to social media, or otherwise make public any such information, and shall ensure that its personnel and subcontractors are bound to the same standard.

4. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by Recipient; (b) was rightfully known to Recipient without restriction before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

5. Obligations

Recipient shall: (a) use Confidential Information solely for the Purpose; (b) protect it using at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care; and (c) limit access to those of its employees, contractors, and advisors who need it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement. Recipient is responsible for any breach by such persons.

6. Compelled Disclosure

If Recipient is required by law, subpoena, or court order to disclose Confidential Information, it may do so provided that, where legally permitted, it gives Discloser prompt written notice and reasonable cooperation so Discloser may seek a protective order.

7. Term

This Agreement takes effect on the date above and continues for **[TERM — e.g., two (2)]** years. The confidentiality obligations survive for three (3) years after expiration or termination, and obligations with respect to passenger and traveler information under Section 3 survive indefinitely.

8. Return or Destruction

Upon written request, Recipient shall promptly return or destroy all Confidential Information in its possession, except for copies retained in routine backups or as required by law or professional recordkeeping obligations, which remain subject to this Agreement.

9. No License; No Obligation

No license or other right in any intellectual property is granted by this Agreement. Nothing here obligates either Party to enter into any further agreement or transaction.

10. No Publicity

Neither Party will use the other's name, marks, or logo in publicity, advertising, or client lists without prior written consent.

11. Remedies

The Parties agree that money damages may be inadequate for a breach of this Agreement and that the non-breaching Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

12. Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict of laws principles. Venue for any dispute lies in the state or federal courts located in Colorado.

13. Entire Agreement; Counterparts

This Agreement is the entire understanding between the Parties on this subject and supersedes prior discussions. It may be amended only in a writing signed by both Parties. It may be executed in counterparts and by electronic signature, each of which is an original.

14. Notices

Notices under this Agreement go to Arion at dispatch@ridearion.com and to Counterparty at **[CONTACT NAME]**, **[EMAIL]**, **[PHONE]**.

Agreed and accepted

Arion, LLC		[COMPANY LEGAL NAME]	
Signature	_____	Signature	_____
Name	_____	Name	[SIGNER NAME]
Title	_____	Title	[TITLE]
Date	_____	Date	_____

Bracketed fields are placeholders — fill them in, sign, and return the signed copy to dispatch@ridearion.com for countersignature. This template is provided for convenience and is not legal advice; have your own counsel review it. Arion is glad to sign your standard NDA instead.