

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of _____ and is by and between:

Party Disclosing Information _____ with a mailing address of _____,
Address: _____, Phone.: _____. – ("Disclosing
Party").

Party Receiving Information: _____ with a mailing address of _____
Address: _____, Phone.: _____, ("Receiving
Party").

1. Definition of Confidential Information: For the purposes of this Agreement, "Confidential Information" shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the Receiving Party by the Disclosing Party. Confidential Information includes not only written and oral communications but also any and all information related to the patent, invention, research, developmental or experimental work, and personal data and interests of the Disclosing Party, even if not explicitly stated as confidential.

2. Obligations of Receiving Party: The Receiving Party agrees to hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

3. Data Retention and Security: The Receiving Party shall not make use of any Confidential Information for their own purpose or for any purpose except to carry out discussions concerning, and the undertaking of, the Disclosing Party's work. The Receiving Party agrees to implement reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information.

4. No Third-Party Sharing: The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. This includes a prohibition on using Confidential Information for the purpose of brokerage commission profits or any third-party financial gains.

5. Term: The confidentiality provisions of this Agreement shall remain in full force and effect for a period of _____ years after the Effective Date. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that constitutes a trade secret shall continue indefinitely.

6. Remedies for Breach: The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies. The Receiving Party will be liable for any and all damages, losses, and expenses of any nature whatsoever incurred by the Disclosing Party as a result of the breach of this Agreement. Additionally, the Receiving Party shall pay _____ as a penalty to the Disclosing Party in case of a breach, apart from the damages awarded by the court.

7. Governing Law: This Agreement shall be governed in accordance with the laws of _____, without regard to conflicts of law principles.

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first above written.

DISCLOSING PARTY

Signature: _____

Typed or Printed Name: _____ Date: _____

RECEIVING PARTY

Signature: _____

Typed or Printed Name: _____ Date: _____