



# **NDA Agreement**

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## 1. Parties.

This Non-Disclosure Agreement is between the Party of the First Part, hitherto referred to as the 'Disclosing Party' and the Party of the Second Part hitherto referred to as the 'Receiving Party' for the purpose of protecting Confidential Information which shall be disclosed by the Disclosing Party to the Receiving Party .

## 2. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged including specifically:

- i. business plans which may or may include marketing plans and marketing projections

As some of Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning.

## 3. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is:

- i. learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives
- ii. independently developed by the Receiving Party and/or one of its agents
- iii. is disclosed by Receiving Party with Disclosing Party's prior written approval

## 4. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to the following:

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. Receiving Party shall not, without prior written approval of Disclosing Party, use for 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 Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

## 5. Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a term of 1 year starting from 2/2/22 or until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

## 6. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

## 7. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

## **8. Integration.**

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

## **9. Waiver.**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.