

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made effective as of July 10, 2025 (the "Effective Date"), by and between wegfwegfwe, of [Owner Address], and Company 2, of [Recipient Address].

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

## **\*\*NON-DISCLOSURE AGREEMENT\*\***

This Non-Disclosure Agreement (this "Agreement") is made effective as of July 9, 2025, by and between fwefw (the "Owner") and wegfwegfwe (the "Recipient").

## **\*\*1. CONFIDENTIAL INFORMATION\*\***

The term "Confidential Information" includes proprietary, technical, business, and other information disclosed by the Owner that is not generally known to the public.

### **\*\*1.1. Exclusions:\*\***

- Publicly known information;
- Information received from a third party without confidentiality obligations;
- Information independently developed by the Recipient;
- Information required to be disclosed by law.

## **\*\*2. PROTECTION OF CONFIDENTIAL INFORMATION\*\***

The Recipient shall maintain the confidentiality of the information received and take all reasonable precautions to protect it.

**\*\*2.1. No Disclosure:\*\*** The Recipient shall not disclose Confidential Information to third parties without prior written consent of the Owner.

**\*\*2.2. No Copying/Modifying:\*\*** The Recipient shall not copy, reproduce, or alter Confidential Information.

**\*\*2.3. Unauthorized Use:\*\*** The Recipient shall notify the Owner promptly if it becomes aware of any unauthorized use or disclosure.

**\*\*2.4. Application to Employees:\*\*** The Recipient shall ensure employees accessing Confidential Information are bound by this Agreement.

**\*\*3. RETURN OF CONFIDENTIAL INFORMATION\*\***

Upon request, the Recipient shall return or destroy all Confidential Information and certify compliance.

**\*\*4. TERM\*\***

This Agreement remains effective for two (2) years from the Effective Date, and confidentiality obligations survive for two (2) years after termination.

**\*\*5. JURISDICTION\*\***

This Agreement shall be governed by the laws of weffwe, and any disputes shall be resolved in its courts.

**\*\*RETURN OR DESTRUCTION OF MATERIALS\*\***

Upon termination of this Agreement or upon request of the Disclosing Party, the Recipient shall promptly return or destroy all copies of the Confidential Information, including notes, summaries, and derivatives thereof, and shall confirm in writing that it has complied with this obligation.

**\*\*EXCEPTIONS\*\***

The obligations of confidentiality shall not apply to information that (a) was in the Recipient's possession prior to disclosure; (b) becomes publicly available through no fault of the Recipient; (c) is lawfully disclosed to the Recipient by a third party; or (d) is independently developed by the Recipient without use of the Confidential Information.

**\*\*GOVERNING LAW\*\***

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the courts located within Delaware.

**\*\*6. ENTIRE AGREEMENT\*\***

This Agreement contains the full understanding between the Parties and supersedes all prior agreements.

**\*\*7. SIGNATORIES\*\***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OWNER:**

fwefw

By: \_\_\_\_\_ Date: \_\_\_\_\_

**RECIPIENT:**

wegfwegfwe

By: \_\_\_\_\_ Date: \_\_\_\_\_

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**SIGNATORIES:**

This Agreement shall be executed by \_\_\_\_\_ on behalf of Company 1  
and \_\_\_\_\_ on behalf of Company 2, and delivered as of the date written above.

**OWNER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**RECIPIENT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WEGFWEGFWE:

By: \_\_\_\_\_ Date: \_\_\_\_\_

COMPANY 2:

By: \_\_\_\_\_ Date: \_\_\_\_\_