

# **NON-DISCLOSURE AGREEMENT**

## **Atlas Consulting Vendor Portal**

### *Confidentiality and Non-Disclosure Agreement*

## **PARTIES**

This Non-Disclosure Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between:

**Disclosing Party:**

Atlas Consulting Group, Inc.  
123 Enterprise Boulevard  
San Francisco, CA 94105  
("Discloser")

**Receiving Party:**

\_\_\_\_\_  
(Vendor Name)  
("Recipient")

## **RECITALS**

WHEREAS, the parties wish to explore a potential business relationship regarding Request for Proposal opportunities; and

WHEREAS, in connection with such potential business relationship, Discloser may disclose certain confidential and proprietary information to Recipient;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **1. DEFINITION OF CONFIDENTIAL INFORMATION**

For purposes of this Agreement, "Confidential Information" shall include all information disclosed by Discloser to Recipient, whether before or after the Effective Date, including but not limited to:

1. Technical information: Specifications, designs, diagrams, data, source code, algorithms, and technical documentation
2. Business information: Financial data, pricing information, business plans, marketing strategies, customer lists, and supplier information

3. RFP-related materials: Project requirements, scope documents, evaluation criteria, budget information, and submission guidelines
4. Any information marked as "Confidential" or which, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be confidential

## **2. OBLIGATIONS OF RECIPIENT**

Recipient agrees to:

1. Hold all Confidential Information in strict confidence and take all reasonable precautions to protect such information
2. Not disclose, publish, or disseminate Confidential Information to any third party without prior written consent from Discloser
3. Use the Confidential Information solely for the purpose of evaluating and responding to RFPs issued by Discloser
4. Limit access to Confidential Information to employees, directors, and professional advisors who have a "need to know" and who are bound by confidentiality obligations at least as restrictive as those contained herein
5. Not reverse engineer, decompile, or disassemble any prototypes, software, or other tangible objects which embody Confidential Information

## **3. EXCLUSIONS**

The obligations under Section 2 shall not apply to information that:

1. Was publicly known or made generally available prior to the time of disclosure by Discloser
2. Becomes publicly known or made generally available after disclosure through no wrongful action of Recipient
3. Was in Recipient's lawful possession prior to the disclosure and was not subject to limitations on disclosure
4. Was rightfully obtained by Recipient from a third party who was not under any confidentiality obligation
5. Was independently developed by Recipient without use of or reference to the Confidential Information

## **4. TERM AND TERMINATION**

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date. The confidentiality obligations shall survive termination of this Agreement and continue for a period of three (3) years after termination, except for trade secrets which shall be protected in perpetuity.

## **5. RETURN OF INFORMATION**

Upon written request by Discloser, or upon termination of this Agreement, Recipient shall promptly return all documents and tangible materials containing Confidential Information and permanently erase all electronic copies. Recipient may retain one archival copy for compliance purposes only.

## **6. NO LICENSE**

Nothing in this Agreement grants Recipient any license under any patents, copyrights, trademarks, or other intellectual property rights of Discloser.

## **7. REMEDIES**

Recipient acknowledges that any breach of this Agreement may cause irreparable harm to Discloser for which monetary damages would be inadequate. In such event, Discloser shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

## **8. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding shall be brought exclusively in the state or federal courts located in San Francisco County, California.

## **9. MISCELLANEOUS**

1. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein
2. No modification shall be effective unless in writing and signed by both parties
3. If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect

4. Failure to enforce any provision shall not constitute a waiver of that provision

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**Atlas Consulting Group, Inc.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Vendor**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**AUTHORIZED PERSONNEL**

The following individuals are authorized to receive Confidential Information under this Agreement:

- \_\_\_\_\_ (Name and Title)
- \_\_\_\_\_ (Name and Title)
- \_\_\_\_\_ (Name and Title)