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Non-Disclosure Agreement

1. Parties

This Non-Disclosure Agreement (the "Agreement") is made effective as of 2025-09-20 (the "Effective Date"), by and between Innovate Corp ("Disclosing Party"), and Builder LLC ("Receiving Party").

2. Confidential Information

Confidential Information includes, but is not limited to, all information disclosed by Disclosing Party to Receiving Party, whether orally, visually, or in writing, that is designated as confidential or that, under the circumstances, ought to be treated as confidential. Confidential Information includes, but is not limited to,

3. Obligations of Receiving Party

Receiving Party agrees to:

(a) use the Confidential Information solely for the purpose of [insert purpose here];

(b) protect the confidentiality of the Confidential Information using the same degree of care that it uses to protect its own confidential information of like importance, but in no event less than reasonable care;

(c) not disclose the Confidential Information to any third party without the prior written consent of Disclosing Party;

(d) not copy or reproduce the Confidential Information except as necessary for the purpose of [insert purpose here]; and

(e) return or destroy all Confidential Information upon the termination of this Agreement.

4. Term and Termination

This Agreement shall remain in effect for a period of five (5) years from the Effective Date.

5. Exceptions

This Agreement shall not apply to information that:

(a) is or becomes publicly known through no fault of Receiving Party;

(b) was rightfully in Receiving Party's possession prior to the Effective Date;

(c) is independently developed by Receiving Party without use of or reference to the Confidential Information;

(d) is rightfully obtained by Receiving Party from a third party without restriction on disclosure;

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [insert State].

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

9. Confidentiality Clause

[Insert Confidentiality clause...]

10. Governing Law Clause

[Insert Governing Law clause...]

11. Termination Clause

[Insert Termination clause...]

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