

# Standard Non-Disclosure Agreement (NDA)

**Effective Date:** This Agreement is effective as of the date of electronic acceptance by the Receiving Party.

## Parties:

1. **The Disclosing Party:** The individual or entity who has submitted an idea on the [Your Platform Name] platform ("Creator").
2. **The Receiving Party:** The individual or entity who accesses the detailed information of an idea on the [Your Platform Name] platform ("Viewer").

This Agreement is entered into for the purpose of allowing the Receiving Party to evaluate the Confidential Information of the Disclosing Party for a potential transaction on the [Your Platform Name] marketplace.

## 1. Definition of Confidential Information

"Confidential Information" shall mean any and all non-public information disclosed by the Disclosing Party to the Receiving Party through the [Your Platform Name] platform, including, but not limited to: the idea's full description, technical details, business plans, financial information, strategies, prototypes, documentation, and any related communications.

## 2. Obligations of the Receiving Party

The Receiving Party agrees to:

- a. Hold the Confidential Information in strict confidence.
- b. Use the Confidential Information solely for the purpose of evaluating the idea for a potential transaction on the platform, and for no other purpose.
- c. Not disclose, publish, or disseminate the Confidential Information to any third party without the prior written consent of the Disclosing Party.
- d. Take all reasonable precautions to prevent any unauthorized use or disclosure of the Confidential Information.

## 3. Exclusions from Confidential Information

The obligations under this Agreement shall not apply to information that:

- a. Was publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party.
- b. Was known by the Receiving Party before disclosure by the Disclosing Party.
- c. Is rightfully received by the Receiving Party from a third party without a duty of confidentiality.
- d. Is independently developed by the Receiving Party without reference to the Confidential Information.

#### **4. Term**

The obligations of confidentiality and non-use outlined in this Agreement shall remain in effect for a period of five (5) years from the date the Receiving Party first accesses the Confidential Information.

#### **5. No Grant of Rights or License**

The Receiving Party acknowledges that no license, interest, or right in any Confidential Information is granted by this Agreement, other than the right to review the Confidential Information for the sole purpose stated herein. All intellectual property rights remain the sole property of the Disclosing Party.

#### **6. Remedies for Breach**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief to enforce this Agreement, in addition to any other legal remedies available.

#### **7. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of [Your Country/State]. Any disputes arising from this Agreement shall be resolved in the courts of [Your City, Your Country/State].

#### **8. Electronic Acceptance**

The parties agree that this Agreement may be electronically signed. The Receiving Party's act of clicking "I Agree" or a similar affirmation on the [Your Platform Name] platform constitutes their electronic signature and acceptance of the terms of this Agreement, which shall be deemed a valid, binding, and enforceable contract.