

NON-DISCLOSURE AGREEMENT (NDA)

This NDA (Non-Disclosure Agreement) is made and entered into on the date of acceptance by the Receiving Party and is by and between:

Disclosing Party: Dylan Graham

And

Receiving Party: _____

Purpose of NDA: The Disclosing Party desires to disclose certain proprietary and confidential information ("Confidential Information") to the Receiving Party for the purpose of evaluating a potential business relationship.

Agreement: In consideration of the Disclosing Party disclosing such Confidential Information, the Receiving Party agrees to use the Confidential Information only for the Purpose and to not disclose the Confidential Information to any third party.

Definition of Confidential Information: For purposes of this NDA, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly confirm the oral communication in writing. Receiving Party shall not release any Confidential Information to any third party without the written approval of Disclosing Party.

Exclusions from Confidential Information: Receiving Party's obligations under this NDA do not extend to information that the Receiving Party can document: (a) was publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) was in the Receiving Party's possession at the time of disclosure; (c) was independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) was rightfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality.

Relationship of Parties: Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.


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

Prohibition on Unauthorized Use and Reproduction: The Recipient agrees not to use the Disclosing Party's software for any purpose other than the Purpose outlined in this Agreement, and not to reproduce or distribute the software in any form without the express written permission of the Disclosing Party. The Recipient acknowledges that any unauthorized use or reproduction of the software may cause irreparable harm to the Disclosing Party and that the Disclosing Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity

Waiver: The failure of either party to exercise any right provided for in this NDA in any way shall not be deemed a waiver of any other rights.

Entire Agreement: This NDA constitutes the entire agreement between the parties and supersedes all prior proposals and understandings, whether oral or written. This NDA may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this NDA as of the date first above written.

Disclosing Party:  _____

Receiving Party: _____