

NON-DISCLOSURE AGREEMENT (NDA)

Bank of Unique Ideas

This Non-Disclosure Agreement ("Agreement") is entered into as of **[Effective Date]** ("Effective Date") by and between:

Disclosing Party: **Bank of Unique Ideas** ("BOUI"), and
Receiving Party: **[Investor/Recipient Legal Name]** ("Recipient").

BOUI and Recipient may be referred to individually as a "Party" and collectively as the "Parties".

1. Purpose

Recipient desires to evaluate certain business, product, technology, creative, or operational information disclosed by BOUI in connection with a potential relationship, investment, licensing, partnership, acquisition, or other commercial arrangement relating to **[Project/Idea Name]** ("Purpose"). Recipient agrees to receive and protect Confidential Information under the terms of this Agreement.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any non-public information disclosed by BOUI to Recipient, whether oral, written, visual, electronic, or in any other form, including without limitation: inventions, concepts, prototypes, designs, specifications, drawings, code, workflows, business plans, pricing, market information, customer or partner information, financial information, product roadmaps, trade secrets, and all derivatives or summaries thereof. Confidential Information includes the fact that discussions are taking place and the terms of any potential transaction.

3. Exclusions

Confidential Information does not include information that Recipient can demonstrate by competent written records: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to Recipient prior to disclosure by BOUI; (c) is independently developed by Recipient without use of or reference to BOUI's Confidential Information; or (d) is lawfully received from a third party without restriction and without breach of any duty owed to BOUI.

4. Recipient Obligations

Recipient shall: (a) use Confidential Information solely for the Purpose; (b) hold Confidential Information in strict confidence and protect it using at least the same degree of care Recipient uses for its own confidential information, but not less than a reasonable standard of care; (c) not disclose Confidential Information to any third party except to Permitted Representatives (defined below) who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement; and (d) not copy or reproduce Confidential Information except as reasonably necessary for the Purpose.

5. Permitted Representatives

"Permitted Representatives" means Recipient's directors, officers, employees, affiliates, professional advisers, and contractors who have a legitimate need to know for the Purpose and are subject to written confidentiality obligations. Recipient is responsible for any breach of this Agreement by its Permitted Representatives.

6. No Circumvention / No Misuse

Recipient shall not, directly or indirectly, exploit, reverse engineer, disassemble, decompile, or otherwise attempt to derive BOUI's underlying methods, trade secrets, or proprietary know-how from the Confidential Information, except as expressly permitted in writing by BOUI. Recipient shall not use Confidential Information to compete with BOUI or to develop or assist any third party in developing a substantially similar product, service, or business model without BOUI's prior written consent.

7. Ownership; No License

All Confidential Information remains the property of BOUI. No rights, licenses, or assignments are granted to Recipient by this Agreement, whether by implication, estoppel, or otherwise, except the limited right to use the Confidential Information solely for the Purpose.

8. Required Disclosure

If Recipient is required by law, regulation, or court order to disclose any Confidential Information, Recipient shall (to the extent legally permitted) provide BOUI prompt written notice and reasonable cooperation to seek protective treatment. Recipient shall disclose only that portion of Confidential Information legally required and shall use reasonable efforts to obtain confidential treatment.

9. Return / Destruction

Upon BOUI's request, Recipient shall promptly return or destroy all Confidential Information (including copies, extracts, and derivatives), except that one archival copy may be retained solely for legal or compliance purposes, provided it remains subject to this Agreement.

10. Term

This Agreement begins on the Effective Date and continues for [3] years. Recipient's duty to protect trade secrets survives for as long as such information remains a trade secret under applicable law. Other confidentiality obligations survive for the stated term.

11. Remedies

Recipient acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to BOUI for which monetary damages may be inadequate. BOUI is entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

12. No Warranty

Confidential Information is provided "as is" without any warranty, express or implied, including warranties of accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement. Nothing in this Agreement obligates either Party to proceed with any transaction or relationship.

13. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of [Governing Jurisdiction], without regard to conflict of law principles. The Parties consent to the exclusive jurisdiction of the courts located in [Venue] for any dispute arising from or relating to this Agreement, subject to BOUI's right to seek injunctive relief in any competent jurisdiction.

14. Miscellaneous

This Agreement constitutes the entire agreement between the Parties regarding Confidential Information and supersedes all prior or contemporaneous understandings on the subject. Any amendment must be in writing and signed by both Parties. If any provision is held unenforceable, the remainder will remain in effect. Recipient may not assign this Agreement without BOUI's prior written consent.

SIGNATURES

Disclosing Party: Bank of Unique Ideas (BOUI)

Receiving Party: [Investor/Recipient Legal Name]

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Optional Execution Notes (for platform use)

If signing electronically, Recipient may print, sign, scan, and upload the signed document to the BOUI NDA upload page provided in the email. Alternatively, BOUI may accept a qualified electronic signature if enabled on the platform.