

Title and Introduction

Non-Disclosure Agreement (NDA) for Affiliate Influencer

This Non-Disclosure Agreement ("Agreement") is made and entered into as of [Effective Date], by and between iAffirm Ltd., a company registered in England and Wales with company number [Company Number], whose registered office is at [Address] ("iAffirm"), and [Affiliate's Full Name], an individual/entity with a principal place of business at [Address] ("Affiliate"), who engages in promoting products and services through social media and digital platforms to refer followers to subscribe to the iAffirm platform and services.

Recitals

WHEREAS, iAffirm Ltd. ("iAffirm") is engaged in the business of providing [brief description of iAffirm's services], a platform designed to [purpose of the iAffirm platform], and is registered and operates under the laws of England and Wales;

WHEREAS, the Affiliate is an influencer who promotes products and services through social media and digital platforms and has a significant following;

WHEREAS, iAffirm and the Affiliate wish to explore a potential business relationship wherein the Affiliate will refer their followers to subscribe to the iAffirm platform and services;

WHEREAS, in the course of discussions and negotiations related to this potential business relationship, iAffirm may disclose certain confidential and proprietary information to the Affiliate;

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

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" means [Affiliate's Full Name], an influencer who promotes products and services through social media and digital platforms, and refers their followers to subscribe to the iAffirm platform and services.

1.2 "Agreement" means this Non-Disclosure Agreement, including any schedules, exhibits, and appendices hereto, as may be amended from time to time.

1.3 "Confidential Information" means any information, whether written, oral, or in any other form, disclosed by the Disclosing Party to the Receiving Party that is designated as confidential, or that by its nature ought to be considered confidential. Confidential Information includes, but is not limited to, business plans, financial data, customer information, marketing strategies, trade secrets, proprietary technology, and any other information relating to the iAffirm platform and services.

1.4 "Disclosing Party" means the party disclosing Confidential Information under this Agreement.

1.5 "Receiving Party" means the party receiving Confidential Information under this Agreement.

1.6 "Effective Date" means the date on which this Agreement is executed by both parties.

1.7 "iAffirm Platform" means the online platform operated by iAffirm, which provides [brief description of iAffirm's services].

1.8 "Purpose" means the discussions and negotiations between iAffirm and the Affiliate regarding a potential business relationship wherein the Affiliate will refer their followers to subscribe to the iAffirm platform and services.

2. Obligations of Confidentiality

2.1 Non-Disclosure Obligations

The Receiving Party agrees to:

2.1.1 Keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.

2.1.2 Use the Confidential Information solely for the Purpose of discussing and negotiating the potential business relationship between iAffirm and the Affiliate.

2.1.3 Take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures it uses to protect its own confidential information of a similar nature.

2.2 Permitted Disclosures

The Receiving Party may disclose Confidential Information only to its employees, agents, or subcontractors who need to know such information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

2.3 Standard of Care

The Receiving Party shall:

2.3.1 Notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and cooperate with the Disclosing Party to help regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

2.3.2 Ensure that any person to whom Confidential Information is disclosed in accordance with Section 2.2 is informed of the confidential nature of the information and agrees to act in compliance with the terms of this Agreement.

2.4 Restrictions on Use

The Receiving Party shall not:

2.4.1 Use any Confidential Information for any purpose other than the Purpose.

2.4.2 Reverse engineer, decompile, or disassemble any Confidential Information.

2.4.3 Copy or reproduce any Confidential Information except as strictly necessary for the Purpose, and ensure that any such copies are marked as confidential and protected as Confidential Information.

3. *Exclusions from Confidentiality*

The obligations of confidentiality set forth in this Agreement shall not apply to any information that:

3.1 Public Domain

Is or becomes publicly available through no breach of this Agreement by the Receiving Party. Publicly available information does not include information that becomes public as a result of any action or inaction of the Receiving Party.

3.2 Prior Knowledge

Was already known to the Receiving Party at the time of disclosure, as evidenced by the Receiving Party's written records, provided that such information was not subject to any prior confidentiality obligations.

3.3 Independently Developed

Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records.

3.4 Third-Party Source

Is received from a third party who has the legal right to disclose such information without restrictions on disclosure.

3.5 Required by Law

Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party's efforts to obtain a protective order or other appropriate remedy to limit the disclosure and ensure confidentiality.

4. Duration of Confidentiality

4.1 Term of Agreement

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party upon [X] days' written notice to the other party.

4.2 Duration of Confidentiality Obligations

The confidentiality obligations set forth in this Agreement shall survive the termination or expiration of this Agreement and shall continue for a period of [X] years from the date of termination or expiration.

4.3 Continuing Obligations

Notwithstanding the termination or expiration of this Agreement, the Receiving Party shall continue to be bound by the obligations of confidentiality with respect to any Confidential Information disclosed during the term of this Agreement until the end of the period specified in Section 4.2.

5. Return or Destruction of Confidential Information

5.1 Obligations upon Termination

Upon the termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly:

5.1.1 Return to the Disclosing Party all documents and materials containing Confidential Information that have been provided by the Disclosing Party; and

5.1.2 Destroy all copies, summaries, and excerpts of Confidential Information in the Receiving Party's possession, custody, or control, whether in physical or electronic form.

5.2 Certification of Destruction

The Receiving Party shall provide written certification to the Disclosing Party within [X] days after the termination or expiration of this Agreement, or after the Disclosing Party's request, confirming that all Confidential Information has been returned or destroyed in accordance with Section 5.1.

5.3 Retention of Necessary Information

Notwithstanding the obligations in Sections 5.1 and 5.2, the Receiving Party may retain one copy of the Confidential Information in its legal files for the sole purpose of ensuring compliance with this Agreement, provided that such Confidential Information is not used for any other purpose and remains subject to the confidentiality obligations set forth in this Agreement.

6. *Intellectual Property Rights*

6.1 Ownership of Intellectual Property

All intellectual property rights, including but not limited to trademarks, service marks, trade names, logos, designs, copyrights, patents, and trade secrets, related to the iAffirm platform and services, and any materials provided by iAffirm to the Affiliate (collectively, "iAffirm Intellectual Property"), shall remain the sole and exclusive property of iAffirm. The Affiliate acknowledges that they have no right, title, or interest in or to the iAffirm Intellectual Property, except as expressly set forth in this Agreement.

6.2 License to Use Marketing Materials

Subject to the terms and conditions of this Agreement, iAffirm grants the Affiliate a non-exclusive, non-transferable, revocable license to use the Marketing Materials provided by iAffirm solely for the purpose of promoting the iAffirm platform and services on social media and digital platforms in accordance with this Agreement. This license shall terminate automatically upon the expiration or termination of this Agreement.

6.3 *Restrictions on Use*

The Affiliate shall not:

6.3.1 Modify, alter, or create derivative works based on the iAffirm Intellectual Property without the prior written consent of iAffirm.

6.3.2 Use the iAffirm Intellectual Property in any manner that is deceptive, misleading, or otherwise harmful to iAffirm or the reputation of the iAffirm platform and services.

6.3.3 Register or attempt to register any trademarks, service marks, trade names, or other identifiers that are confusingly similar to the iAffirm Intellectual Property.

6.4 Protection of Intellectual Property

The Affiliate agrees to cooperate with iAffirm in the protection and enforcement of the iAffirm Intellectual Property. This includes but is not limited to:

6.4.1 Promptly notifying iAffirm of any actual or suspected infringement, misuse, or unauthorized use of the iAffirm Intellectual Property.

6.4.2 Providing reasonable assistance to iAffirm in any legal or administrative proceedings related to the protection or enforcement of the iAffirm Intellectual Property.

6.5 No Implied Rights

Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement shall be construed to grant the Affiliate any right, title, or interest in or to the iAffirm Intellectual Property or any other intellectual property rights owned or controlled by iAffirm.

7. *No Obligation*

7.1 No Obligation to Proceed

Nothing in this Agreement shall obligate either party to proceed with any business transaction or relationship, and each party reserves the right, at its sole discretion, to terminate discussions and negotiations at any time.

7.2 No Warranty

All Confidential Information is provided "as is." The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information.

7.3 No Commitment

This Agreement shall not be construed as creating any agency, partnership, or joint venture between the parties, nor does it constitute a commitment by either party to enter into any further agreements or business arrangements. Any business relationship or engagement between the parties shall be subject to the execution of a separate definitive agreement.

8. Remedies

8.1 Injunctive Relief

The Affiliate acknowledges that any breach of this Agreement may cause irreparable harm to iAffirm for which monetary damages may not be an adequate remedy. Therefore, in the event of a breach or threatened breach of this Agreement, iAffirm shall be entitled to seek injunctive relief, without the necessity of posting a bond, to prevent or restrain any such breach or threatened breach, in addition to any other remedies available at law or in equity.

8.2 Damages

In addition to injunctive relief, iAffirm shall be entitled to seek damages, including compensatory and consequential damages, arising from any breach of this Agreement by the Affiliate.

8.3 Attorneys' Fees and Costs

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

8.4 No Waiver

The exercise of any remedy under this Agreement shall not constitute a waiver of any other or subsequent right, remedy, or privilege. No failure or delay by iAffirm in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege.

8.5 Cumulative Remedies

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist at law, in equity, by statute, or otherwise.

9. Governing Law and Jurisdiction

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

9.2 Jurisdiction

The parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement. Each party irrevocably submits to the exclusive jurisdiction of these courts for the purpose of any such dispute.

9.3 Legal Proceedings

Each party agrees not to commence any legal proceedings relating to this Agreement in any jurisdiction other than England and Wales. Each party waives any objection to the laying of venue in, or the jurisdiction of, the courts of England and Wales.

9.4 Injunctive Relief in Any Court

Notwithstanding Section 9.2, iAffirm shall have the right to seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Confidential Information or intellectual property rights.

10. *Miscellaneous Provisions*

10.1 Entire Agreement

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

10.2 Amendments and Modifications

No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties. Any waiver of any term or condition of this Agreement must also be in writing and signed by the party granting the waiver.

10.3 Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that iAffirm may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

10.4 Notices

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given:

10.4.1 When delivered by hand, with written confirmation of receipt.

10.4.2 When sent by email, with confirmation of transmission.

10.4.3 When received by the addressee if sent by a nationally recognized overnight courier, receipt requested.

Notices shall be sent to the addresses set forth below or to such other address as either party may specify in writing.

10.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be reformed to the extent necessary to make it enforceable and reflect the original intent of the parties.

10.6 Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. A waiver of any right or provision of this Agreement must be in writing and signed by the party granting the waiver.

10.7 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for payment obligations) if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, government regulations, natural disasters, or any other force majeure event.

10.8 Relationship of the Parties

The parties are independent contractors and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party has the authority to make or accept any offers or representations on behalf of the other party.

10.9 Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be deemed to be original signatures for all purposes.

10.11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

10.12 Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

iAffirm Ltd.

By: _____

Name: _____

Title: _____

Date: _____

[Affiliate's Full Name or Entity Name]

By: _____

Name: _____

Title: _____

Date: _____