

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement is entered into as of [9/2/2025], by and between:

**Disclosing Party:**

Name: **Team Up Academy**

Address: 7200 Miller Dr. Warren MI 48092

**Receiving Party:**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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## 1. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by the Disclosing Party, whether oral, written, digital, or in any other form, including but not limited to:

- CAD geometry, design files, drawings, specifications, prototypes, tooling, and related documentation for the putter head project.
  - Business, manufacturing, pricing, and technical information shared for the purpose of obtaining quotations or evaluating manufacturing feasibility.
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## 2. Purpose

The Receiving Party agrees to use Confidential Information solely for the purpose of evaluating, providing a quotation for, and, if subsequently approved in writing by the Disclosing Party, manufacturing the putter head design through 3D printing and/or die casting.

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## 3. Obligations

The Receiving Party shall:

- a. Maintain the confidentiality of all Confidential Information with at least the same degree of care it uses to protect its own confidential information (but no less than reasonable care).
- b. Not disclose Confidential Information to any third party without prior written consent from the

Disclosing Party.

- c. Not use Confidential Information for any purpose other than the Purpose defined above.
  - d. Not copy, reproduce, or reverse engineer the Confidential Information without written consent.
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## **4. Exclusions**

This Agreement does not apply to information that:

- a. Is or becomes publicly available without breach of this Agreement;
  - b. Is rightfully received from a third party without restriction;
  - c. Is independently developed without use of the Confidential Information;
  - d. Is approved for release in writing by the Disclosing Party.
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## **5. Term**

This Agreement shall remain in effect for **5 years** from the Effective Date.

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## **6. Return or Destruction**

Upon request, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies.

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## **7. Remedies**

The Receiving Party acknowledges that unauthorized disclosure or use may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to any other legal remedies.

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## **8. Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to its conflict of law principles.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**Disclosing Party**

Signature: \_\_\_\_\_

Name: John Bones

Date: \_\_\_\_\_

**Receiving Party**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_