This Non-Disclosure Agreement (“Agreement”) is entered into as of [Date], by and between **ABS Company**, with its principal office at [Address] (“Disclosing Party”), and **Creative Solutions LLC**, with its principal office at [Address] (“Receiving Party”) (collectively, the “Parties”).

**1. Definition of Confidential Information**

*Confidential Information* means all non-public information disclosed by ABS Company to Creative Solutions LLC, whether oral, written, electronic, or other form, including but not limited to:

* Business plans, strategies, and forecasts
* Financial data, pricing, and costs
* Product designs, inventions, and prototypes
* Client and supplier lists
* Technical data and trade secrets
* Marketing and sales information  
  Information shall be deemed confidential regardless of whether it is expressly marked as such.

**2. Obligations of Receiving Party**

Creative Solutions LLC agrees to:

* Maintain all Confidential Information in strict confidence and protect it using reasonable care, not less than the care used to protect its own confidential information;
* Use Confidential Information solely for the purpose of evaluating or performing business with ABS Company;
* Not disclose Confidential Information to any third party without prior written consent from ABS Company, except to those employees or advisors who have a strict need to know and who are bound by obligations of confidentiality;
* Promptly report any unauthorized use or disclosure of Confidential Information.

**3. Term of Confidentiality**

This Agreement shall remain in effect for a period of **three (3) years** from the date of disclosure of the Confidential Information. Notwithstanding the foregoing, obligations related to trade secrets shall survive indefinitely to the extent allowed by law.

**4. Remedies for Breach**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to ABS Company for which monetary damages may be insufficient. Accordingly, ABS Company shall be entitled to seek injunctive relief, specific performance, and any other legal or equitable remedies available, in addition to seeking damages.

*Signed this [Date]*

For Creative Solutions LLC

Picture of signature

Olivia Wilson

Manager