

NON-DISCLOSURE AGREEMENT (NDA)

Between Creator and Reviewer on Critvue

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of [Date], by and between:

The “Creator” — the individual or entity submitting work on Critvue for review,
and

The “Reviewer” — the individual or entity providing feedback on Critvue.

Collectively: “the Parties.”

1. Purpose

The Reviewer may be given access to creative work, drafts, concepts, code, images, or other proprietary material from the Creator (“Work”). Both parties agree this material is confidential and shared solely for the purpose of receiving and giving constructive feedback on Critvue.

2. Definition of Confidential Information

“Confidential Information” includes all non-public work, drafts, designs, concepts, text, algorithms, source code, audio, video, proprietary processes, brand assets, or any materials shared within the Critvue platform or privately between Creator and Reviewer.

It excludes information that:

- (a) becomes public through no fault of the receiving Party,
- (b) was already lawfully known,
- (c) is independently created,
- (d) is lawfully provided by a third party.

3. Obligations

The Reviewer agrees to:

- Keep all Creator materials confidential.
- Not copy, reproduce, reshare, or distribute the Work.
- Not use the Work for any purpose other than giving feedback.
- Not claim ownership, authorship, or contribution.

- Not develop competing material directly derived from the Work.

The Creator agrees to:

- Only disclose materials they have rights to share.
- Respect any private information disclosed by the Reviewer.

Both Parties agree to reasonable protection of all Confidential Information.

4. Non-Use

The Reviewer may not commercialize, publish, or profit from the Creator's Work without explicit written permission.

5. Required Disclosure

If legally compelled to disclose information, the receiving Party must notify the other unless prohibited by law.

6. Ownership

All Work and Confidential Information remains the sole property of the Creator.

7. Term & Survival

This Agreement remains effective for 3 years from the date of signing.

Confidentiality obligations survive for 5 years, or indefinitely with respect to trade secrets or unpublished creative work.

8. Return or Deletion

Upon request, the Reviewer must delete all materials provided by the Creator.

9. No Warranty

The Creator provides their Work "as is." No warranties are given.

10. Remedies

Unauthorized disclosure or misuse may cause irreparable harm. The Creator may seek injunctive relief or other legal remedies.

11. Governing Law

This Agreement is governed by the laws of [Jurisdiction].

12. Entire Agreement

This document constitutes the full confidentiality understanding between Creator and Reviewer.

Signatures:

Creator:

Name: _____

Signature: _____

Date: _____

Reviewer:

Name: _____

Signature: _____

Date: _____