

# Standard Non-Disclosure Agreement (NDA) Template - Summary

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## 1. Purpose

This summary outlines the core terms of NexaCore's standard Mutual and Unilateral Non-Disclosure Agreements (NDAs), used to protect Confidential Information (CI) when exploring partnerships, vendor relationships, or major client pre-sales discussions.

## 2. Key Definitions and Clauses

Clause Title	NexaCore Standard Requirement	Key Rationale
Confidential Information (CI)	Broadly defined to include technical data, know-how, product roadmaps, source code, AI model architecture, pricing, and business plans. CI must be marked as "Confidential" or, if oral, confirmed in writing within <b>[30 days]</b> .	Ensures broad protection of NexaCore’s core intellectual property.
Exclusions from CI	Information that is already public knowledge, independently developed without reference to the CI, or legally received from a third party.	Standard exclusion clauses to make the NDA legally enforceable.
Obligation of Receiving Party	The Receiving Party must use the CI only for the defined "Purpose" and use the same degree of care (no less than reasonable)	Establishes the duty of care and limits use to the agreed purpose.

	to protect it as they use for their own confidential information.	
<b>Term</b>	The agreement term is typically <b>[2 years]</b> from the effective date. The confidentiality obligations survive the termination of the NDA for a period of <b>[5 years]</b> (or indefinitely for trade secrets).	Ensures protection of sensitive information well after discussions cease.
<b>Return or Destruction</b>	Upon termination or request, the Receiving Party must promptly return or destroy all CI and certify its destruction in writing.	Critical to prevent residual knowledge and data leakage.
<b>Governing Law</b>	Typically the laws of the <b>Dubai International Financial Centre (DIFC)</b> .	Consistency with the corporate MSA and ease of enforcement from HQ.

### 3. Approval

All NDAs, especially those deviating from these standard terms or involving high-risk jurisdictions, must be reviewed and signed by the Legal Counsel.