**NON-DISCLOSURE AGREEMENT (NDA)**

**This Mutual Confidentiality Agreement ("Agreement") is made and entered into as of [Date], by and between:**

Disclosing Party: HickSoft, the creator and owner of CtrlSketch Pro, a proprietary software platform.  
Receiving Party: [Name], [Title/Role/Company]  
(Collectively, the “Parties”)

**1. Purpose**

The Parties wish to explore a business relationship in connection with CtrlSketch Pro (“Purpose”), during which each may disclose to the other certain confidential, proprietary, or trade secret information.

**2. Definition of Confidential Information**

“Confidential Information” includes all written, verbal, visual, electronic, or other tangible and intangible information disclosed by either party that is:  
- Related to the development, features, source code, architecture, licensing, marketing, roadmap, pricing, or business strategy of CtrlSketch Pro  
- Marked as confidential or proprietary, or  
- That a reasonable person would understand to be confidential under the circumstances.

**3. Exclusions**

Confidential Information does not include information that:  
- Was known to the Receiving Party before disclosure;  
- Becomes publicly available through no breach of this Agreement;  
- Is independently developed without reference to the Confidential Information; or  
- Is disclosed under legal compulsion (with prior written notice to the Disclosing Party, if permitted).

**4. Obligations**

The Receiving Party shall:  
- Keep all Confidential Information strictly confidential;  
- Not disclose or distribute any part of it to third parties without prior written consent;  
- Use it only for the Purpose stated above;  
- Take reasonable measures to protect the secrecy of the information, equal to those used to protect their own confidential information.

**5. Return or Destruction**

Upon request, all Confidential Information (including copies, notes, summaries) shall be returned or destroyed immediately.

**6. No License**

Nothing in this Agreement shall be construed as granting any license or ownership rights to any Confidential Information.

**7. Term**

This Agreement shall remain in effect for 3 years from the date of last disclosure, and the confidentiality obligations shall survive for that period.

**8. No Obligation**

Neither Party has any obligation to proceed with any proposed business transaction. This Agreement does not create any joint venture, partnership, or employment relationship.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law principles.

**10. Entire Agreement**

This Agreement constitutes the full and entire understanding between the Parties and supersedes any prior agreements.

**IN WITNESS WHEREOF**

the Parties have executed this NDA as of the Effective Date:  
  
Disclosing Party: HickSoft  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Receiving Party  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_