**NON-DISCLOSURE AGREEMENT (NDA)**

**This Non-Disclosure Agreement ("Agreement") is made and entered into this [Date] (the "Effective Date"), by and between:**

**[John Jenkins],** having its principal place of business at (referred to as the "Disclosing Party"), and

**[Third Party's Name or Company],** having its principal place of business at [Third Party's Address] (referred to as the "Receiving Party").

**Collectively, the Disclosing Party and the Receiving Party shall be referred to as the "Parties."**

**WHEREAS,** the Disclosing Party intends to disclose certain confidential information to the Receiving Party in connection with the development of a database for the website known as [Website Name], and

**WHEREAS,** the Parties desire to protect the confidentiality of such information;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

**1. Confidential Information:**

* "Confidential Information" refers to all data, documents, proprietary information, technical data, specifications, business plans, and other information disclosed by the Disclosing Party to the Receiving Party in writing, orally, or by inspection of tangible objects.

**2. Non-Disclosure:**

* The Receiving Party shall not disclose or use any Confidential Information for any purpose other than as necessary to fulfill its obligations under the database development project. The Receiving Party shall protect the Confidential Information from unauthorized use or disclosure with the same degree of care as it would use to protect its own confidential information.

**3. Exceptions:**

* The obligations set forth in this Agreement shall not apply to any information that (a) was known to the Receiving Party before disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

**4. Term:**

* This Agreement shall remain in effect for a period of [Specify Duration] from the Effective Date, unless otherwise terminated by mutual written consent or as otherwise specified herein.

**5. Return of Materials:**

* Upon request by the Disclosing Party or upon the termination of this Agreement, the Receiving Party shall promptly return all materials and documents containing Confidential Information.

**6. Governing Law:**

* This Agreement shall be governed by and construed in accordance with the laws of Texas/USA.

**7. Entire Agreement:**

* This Agreement contains the entire understanding of the Parties concerning the Confidential Information and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

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

**John Jenkins 10/17/2023**

**[Third Party's Name or Company]** [Third Party's Name] [Title] [Date]