**NON-DISCLOSURE AGREEMENT (NDA)**

This Non-Disclosure Agreement (the "Agreement") is entered into on 9.12.23, by and between:

John Jenkins, with its principal place of business at [Your Address] (the "Disclosing Party"),

and

[Attorney's Name], a licensed attorney, with a principal address at [Attorney's Address] (the "Receiving Party").

Collectively referred to as the "Parties."

**WHEREAS**, the Disclosing Party possesses certain confidential and proprietary information related to its business, including but not limited to [briefly describe the nature of the confidential information, e.g., business plans, financial data, intellectual property, etc.] (the "Confidential Information").

**WHEREAS**, the Receiving Party is an attorney who has been engaged by the Disclosing Party to provide legal services and advice in connection with [briefly describe the legal matters or services, e.g., IP protection, contract negotiation, etc.] (the "Services").

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

**1. Confidentiality Obligation:**

* The Receiving Party agrees to maintain the confidentiality of all Confidential Information disclosed by the Disclosing Party during the course of the Services.

**2. Use and Disclosure Restrictions:**

* The Receiving Party shall not use the Confidential Information for any purpose other than the provision of the Services to the Disclosing Party.
* The Receiving Party shall not disclose, directly or indirectly, any Confidential Information to any third party without the prior written consent of the Disclosing Party.

**3. Exceptions:**

* The obligations of confidentiality set forth herein shall not apply to any information that: a. Was already known to the Receiving Party prior to disclosure by the Disclosing Party; b. Is or becomes publicly available through no fault of the Receiving Party; c. Is received from a third party without restrictions on disclosure and without breach of this Agreement by the Receiving Party; d. Is independently developed by the Receiving Party without reference to the Confidential Information.

**4. Return of Information:**

* Upon the request of the Disclosing Party, or upon the termination of the Services, the Receiving Party shall promptly return or destroy all tangible materials containing or embodying Confidential Information.

**5. Governing Law:**

* This Agreement shall be governed by and construed in accordance with the laws of the state of [Your State].

**6. Entire Agreement:**

* This Agreement contains the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

**7. Severability:**

* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

**John Jenkins** Signature: 9.12.23

**[Attorney's Name]** [Attorney's Signature] [Date]