**NON-DISCLOSURE AGREEMENT**

**(“Agreement”)**

INSERT TODAY’S DATE (“Effective Date”)

INSERT YOUR NAME OR COMPANY HERE (hereinafter collectively “Disclosing Party”) intends and will be disclosing certain information, documents, materials, and communications relating to INSERT BRIEF DESCRIPTION OF PROJECT OR MATTER OF DISCLOSURE to INSERT NAME OF PERSON TO BE BOUND TO CONFIDENTIALITY (hereinafter “you”) information concerning its artistic or creative ideas, creative plan, insights, innovations, business model, business plan, operations, intellectual property, key players or affiliates, financial records, dealings, trade secrets, know-how, or other confidential or proprietary information about itself (hereinafter collectively “Project”) which it regards as confidential. The purpose and consideration of this Agreement is to induce Disclosing Party to contemplate or enter into certain business, commercial, creative, or collaborative agreements with you.

1. **INTERPRETATION**

In this Agreement, the following words and expressions shall have the following meanings:

"**Confidential Information**" shall mean:

1. Any communication, written or oral, given to you by Disclosing Party that is related to Project, unless such information is already public;
2. Any document that is labeled in either the header of footer of any single page of said document “Confidential Proprietary Information” or any reasonably recognizable derivative thereof;
3. Any financial, accounting, or sales information or records relating to Project;
4. Any legal information, litigation documents, or lawsuit records of any kind disclosed to you;
5. Any technical information or information technology of Disclosing Party or Project;
6. Any fees, charges, contract prices, or sums paid by you to Disclosing Party or Project;
7. Any business plans, prospectuses, objectives and strategies, procedures, methodologies, business methods, models, or other related information or communication, written or oral, given to you by Disclosing Party;
8. Any personnel information, names of contacts, contact information of any individuals or affiliates of Disclosing Party or Project; and
9. Any and all other information, data, or materials learned by you through inspection of documents from Disclosing Party or speaking with anyone associated with the Project, including but not limited to creative ideas, brainstorms, models, illustrations, designs, maps, drawings, plans, processes, strategies, marketing, sales, technical information, architecture, financial, research, development, know-how, personnel, or third-party confidential information disclosed to you by Disclosing Party or any other representatives, agents, or affiliates of Project.

"**Information**" shall mean information provided directly or indirectly by Disclosing Party,its officers, directors, employees, authorized agents, consultants, or other representatives or affiliates or information relating to the Project thereof to you in oral or documentary form or other tangible form or by demonstrations and whether before, on or after the date of this Agreement.

1. **OBLIGATIONS OF CONFIDENTIALITY AND NON-USE**

You shall undertake all of the following:

1. keep the Confidential Information strictly confidential and secret at all times, until the matter has been made a matter of public record, at which time Disclosing Party shall inform you in writing that said Confidential Information is no longer confidential and is now public;
2. not disclose it or allow it to be disclosed, in either case, directly or indirectly, in whole or in part to any third party without our prior written consent, until the time that the matter has been made public;
3. not use the Confidential Information directly or indirectly howsoever to procure an advantage over the Disclosing Party, its directors or officers or their affiliates;
4. exercise your best efforts to ensure the confidentiality of the Confidential Information, until the time that the matter has been made public;
5. not engage directly or indirectly, in any funding, managerial or advisory relationship with any affiliates, personnel, associates, representatives, or contacts introduced to you by Disclosing Party or any affiliate, agent, or representative from the Project without the written consent of Disclosing Party;
6. be fully liable if any of your officers, directors, employees, authorized agents, consultants, or other representatives or affiliates breach this Agreement; agree to vouch for your officers, directors, employees, and all personnel of yours in the enforcement of this Agreement.
7. **RETROACTIVE ENFORCEABILITY**

This Agreement applies to any and all Confidential Information provided to you by Disclosing Party that pre-dates the Effective Date of this Agreement. This Agreement shall have a retroactive effect and bind any and all Confidential Information provided by Disclosing Party to you at any time prior to the execution date of this Agreement.

1. **EXCEPTIONS**

The obligations of confidentiality set out in this Agreement shall not apply to any Information that you can show by written evidence, documentation, and records:

1. is in or subsequently comes into the public domain (through no fault on your part); or
2. is received by you without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to you without such restrictions; or
3. is developed by any of your employees who have not had any direct or indirect access to, or use or knowledge of, the Information imparted by Disclosing Party or any affiliate, representative, or agent of Disclosing Party.
4. **NON-COMPETE AGREEMENT**

You further agree not to solicit, engage, own, manage, operate, sell, finance, control, or participate in the solicitation, engagement, ownership, management, operation, sales, finance, or control of or be connected in any manner with any business, venture, or project that competes with Project for a period of two (2) years from the effective date of this Agreement within the geographic scope of the United States of America, or the maximum geographic scope allowed under law.

1. **INDEMNITY**

You hereby agree to indemnify and hold harmless Disclosing Party from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information by you or your Representatives. There shall be no representations and warranties, written or implied, attached to any Confidential Information disclosed to you.

1. **DAMAGES AND SPECIFIC PERFORMANCE**

In the event of any breach of this Agreement, we would be irreparably and immediately harmed and could not be made whole by monetary charges. It is accordingly agreed that in addition to any other remedy to which we may be entitled in law or equity, we shall be entitled to any injunction or injunctions to prevent breaches of this Agreement and to compel specific performance of this Agreement, without the need for proof of actual damages.

1. **RETURN OF INFORMATION AND PROPERTY**

You acknowledge and agree that the property and copyright in the Confidential Information, including any documents, files and other items containing any Confidential Information, belongs to Disclosing Party and/or the Project. Upon written request, you shall return immediately to Disclosing Party all Confidential Information that you have received under this Agreement and that may still be in your possession, including any copies, extracts, notes or other forms of reproductions in whole or in part, digital or print, and make no further use or disclosure of any of it. Further, you agree to confirm and undertake in writing to the Disclosing Party that shortly after such written request, you will have destroyed all computer records, notes and such other data relating to the Confidential Information. The obligations on you under this Agreement shall continue in force for a period of 10 years from the date of this Agreement.

1. **NO IMPLIED RIGHTS**

This Agreement shall not be construed (a) to grant you any license or rights other than as expressly set out herein in respect of the Confidential Information, nor (b) to require the Disclosing Project or any affiliates, agents, or representatives from Project to disclose any Confidential Information to you. No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials, matter or Information provided under this Agreement.

1. **INJUNCTIVE RELIEF**

It is expressly agreed between the parties that monetary damages would be inadequate to compensate Disclosing Party or Project for any breach by you of this Agreement. Accordingly, you agree and acknowledges that any such breach or threatened breach will cause irreparable injury to and that, in addition to any other remedies at law or in equity which may be available, Disclosing Party or Project shall be entitled to obtain preliminary and permanent injunctive relief against any breach or threatened breach of this Agreement or the continuation of any such breach by you, without the necessity of proving actual damages

1. **LIQUIDATED DAMAGES**

You acknowledge that a breach of this Agreement would cause irreparable harm to Disclosing Party, which can only be adequately ameliorated through liquidated damages commensurate to the harm sustained, which the parties agree would be difficult to quantify and that only a mutually agreed upon sum would fairly compensate Disclosing Party for the harms sustained. In the event of breach, you and Disclosing Party agree to a fixed sum of $10,000.00 (Ten Thousand U.S. Dollars) payable immediately upon demand, plus all collection or suit expenses and reasonable attorney’s fees.

1. **SEVERANCE**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same agreement.

1. **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with, the laws of the State of YOUR STATE. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts located in YOUR COUNTY County, State of YOUR STATE over any claim or matter arising under or in connection with this Agreement.

IN WITNESS WHEREOF the parties hereby confirm their acceptance to the above terms and conditions by signing and returning the attached copy of this Agreement. *Electronic Signatures*. Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act, affixing an electronic or digitally created signature on this document shall carry the same weight and legal effect as a handwritten signature of the undersigned

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| DISCLOSING PARTY / PROJECT: | |  | YOU: | |
| X | |  | X | |
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|  |  |  |  |  |
| Print Name: |  |  | Print Name: |  |
| Company: |  |  | Company: |  |
| Title: |  |  | Title: |  |