**Build IQ NON-DISCLOSURE AGREEMENT (NDA)**

**This Non-Disclosure Agreement** ("Agreement") is made effective as of the **[Date]** by and between:

**Disclosing Party:**  
**[Your Company Name]**  
[Your Company Address]  
(“Disclosing Party”)

**Receiving Party:**  
**[Recipient Name]**  
[Recipient Address]  
(“Receiving Party”)

**Collectively referred to as the "Parties."**

**1. Confidential Information**

The term "Confidential Information" refers to all proprietary information, data, trade secrets, financial details, plans, designs, source code, algorithms, product documentation, customer lists, market research, technology, ideas, and other materials disclosed by the Disclosing Party to the Receiving Party, including but not limited to information regarding the **AI Project Bid Estimator**, **forecasting tools**, and all related development efforts.

Confidential Information may also include verbal discussions and any materials shared by the Disclosing Party.

**2. Obligations of Receiving Party**

The Receiving Party agrees to:

* Keep all Confidential Information confidential and protect it with the same degree of care that it uses to protect its own confidential information (but no less than a reasonable standard of care).
* Not disclose any Confidential Information to third parties without prior written consent of the Disclosing Party.
* Not use Confidential Information for any purpose other than as expressly authorized in writing by the Disclosing Party.

**3. Use of Confidential Information**

The Receiving Party agrees to use Confidential Information only for the purpose of performing tasks related to the **AI Project Bid Estimator**, as authorized by the Disclosing Party. The Confidential Information may not be used for any competitive, personal, or other purposes without written consent from the Disclosing Party.

**4. Non-Compete**

The Receiving Party agrees that, for a period of **[two (2) years]** following the termination of this Agreement or their involvement in the project, they will not:

* Directly or indirectly engage in the development or marketing of a product or service that competes with the **AI Project Bid Estimator** or any related tools, systems, or technology developed by the Disclosing Party.
* Create, develop, or assist in the creation or development of any software, app, or platform similar to or competitive with the **AI Project Bid Estimator**.

In the event of a breach of this non-compete clause, the Receiving Party agrees to pay the Disclosing Party an amount equivalent to **[specific amount or liquidated damages]**, as liquidated damages.

**5. Exclusions from Confidential Information**

Confidential Information does not include information that:

* Was known to the Receiving Party prior to disclosure by the Disclosing Party.
* Becomes publicly available through no fault of the Receiving Party.
* Is disclosed to the Receiving Party by a third party legally entitled to make such disclosure.
* Is independently developed by the Receiving Party without reference to or reliance on the Confidential Information.

**6. Return of Materials**

Upon termination of the project or upon written request by the Disclosing Party, the Receiving Party agrees to return or destroy all materials containing Confidential Information, including any copies or derivatives of the materials.

**7. Duration of Confidentiality**

The confidentiality obligations of this Agreement shall remain in effect for **[five (5) years]** after the termination of the project or relationship between the Parties.

**8. No License**

Nothing in this Agreement grants the Receiving Party any rights, title, or interest in or to the Confidential Information, or any intellectual property rights of the Disclosing Party.

**9. Termination**

This Agreement may be terminated by the Disclosing Party at any time with written notice to the Receiving Party. Upon termination, all Confidential Information must be returned or destroyed as provided above.

**10. Legal Remedies**

The Receiving Party acknowledges that any breach of this Agreement could cause irreparable harm to the Disclosing Party, and that the Disclosing Party may seek injunctive relief in addition to any other legal remedies available.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of **[Your State]**, without regard to its conflict of law principles.

**12. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all prior agreements and understandings.

**13. Amendments**

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

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

**Disclosing Party:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_