NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date")

BETWEEN:

Disclosing Party:
One In The Hand, LLC
[Address]
("Company" or "OITH")

AND

Receiving Party:
Name: _____
Address: ____
Email: _____
("Recipient")

RECITALS

WHEREAS, the Company possesses certain confidential and proprietary information relating to its business, technology, and operations; and

WHEREAS, the Recipient desires to receive certain Confidential Information for the purpose of [DESCRIBE PURPOSE: e.g., "evaluating a potential business relationship," "providing consulting services," "considering an investment opportunity"];

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means any and all non-public information disclosed by the Company to the Recipient, whether oral, written, electronic, or visual, including but not limited to:

(a) Business information: business plans, strategies, financial data, projections, customer lists, pricing, marketing plans, and operational methods;

(b) Technical information: software code, algorithms, matching systems, architecture, designs, specifications, and development plans;

(c) Product information: features, roadmaps, user research, and product strategies;

(d) Intellectual property: trade secrets, inventions, patents (pending or filed), trademarks, and copyrights;

(e) User data: any information relating to OITH users, usage patterns, or platform metrics.

1.2 Confidential Information does not include information that:

(a) Is or becomes publicly available through no fault of the Recipient;

(b) Was rightfully in the Recipient's possession prior to disclosure;

(c) Is independently developed by the Recipient without use of Confidential Information;

(d) Is rightfully obtained from a third party without breach of any confidentiality obligation.

2. OBLIGATIONS OF RECIPIENT

2.1 Non-Disclosure. The Recipient shall:

(a) Hold all Confidential Information in strict confidence;

(b) Not disclose Confidential Information to any third party without prior written consent of the Company;

(c) Use Confidential Information solely for the Purpose stated above;

(d) Protect Confidential Information with at least the same degree of care used to protect its own confidential information, but no less than reasonable care.

2.2 Limited Disclosure. The Recipient may disclose Confidential Information only to employees, contractors, or advisors who:

(a) Have a need to know for the Purpose;

(b) Are bound by confidentiality obligations at least as protective as this Agreement.

2.3 Required Disclosure. If the Recipient is required by law to disclose Confidential Information, the Recipient shall:

(a) Promptly notify the Company (if legally permitted);

(b) Cooperate with the Company to seek protective measures;

(c) Disclose only the minimum information required.

3. INTELLECTUAL PROPERTY

3.1 No License. This Agreement does not grant the Recipient any license or rights to the Company's intellectual property.

3.2 Ownership. All Confidential Information remains the sole property of the Company.

4. RETURN OF INFORMATION

Upon termination of this Agreement or upon the Company's request, the Recipient shall:

(a) Return or destroy all Confidential Information;

(b) Delete all electronic copies;

(c) Certify in writing that all Confidential Information has been returned or destroyed.

5. TERM AND TERMINATION

5.1 This Agreement shall remain in effect for **two (2) years** from the Effective Date.

5.2 The obligations of confidentiality shall survive termination for a period of **three (3) years**.

5.3 For trade secrets, confidentiality obligations continue for as long as the information remains a trade secret.

6. REMEDIES

6.1 The Recipient acknowledges that breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate.

6.2 The Company shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

7. NO WARRANTY

Confidential Information is provided "AS IS." The Company makes no warranties regarding the accuracy, completeness, or fitness for any purpose.

8. GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be governed by the laws of the State of [STATE].

8.2 Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding its subject matter.

8.3 Amendment. This Agreement may only be amended in writing signed by both parties.

8.4 Severability. If any provision is found unenforceable, the remaining provisions shall remain in effect.

8.5 Assignment. The Recipient may not assign this Agreement without the Company's written consent.

8.6 Waiver. Failure to enforce any provision shall not constitute a waiver of future enforcement.

SIGNATURES

DISCLOSING PARTY:

One In The Hand, LLC

By: _____
Name: Matthew Ross
Title: CEO & Managing Member
Date: _____

RECEIVING PARTY:

By: _____
Name: _____
Title: _____
Date: _____