

# Non-Disclosure Confidentiality Agreement

## Legal and Administration

**Date:** [Insert Date]

Party	Name/Entity	Address
SCC	SimpleCITI Companies, including any and all of its affiliates, subsidiaries, parent entities, operating companies, officers, directors, shareholders, employees, contractors, advisors, agents, and representatives (collectively, "SCC")	900 Stewart Avenue, Suite 210 Garden City, NY 11530
Recipient	[Insert Full Legal Name of Party B], including its affiliates, parent entities, subsidiaries, managed funds, special purpose vehicles, employees, directors, officers, shareholders, advisors, contractors, agents, representatives, and any individual or entity acting on its behalf (collectively, "Recipient")	[Insert Address]

This Mutual Non-Disclosure, Non-Circumvention, and Non-Solicitation Agreement (this "Agreement") is entered into as of the date above, by and between:

**SCC:** As identified in the table above, along with its affiliates, subsidiaries, parent entities, operating companies, officers, directors, shareholders, employees, contractors, advisors, agents, and representatives.

**Recipient:** As identified in the table above, along with its affiliates, parent entities, subsidiaries, managed funds, special purpose vehicles, employees, directors, officers, shareholders, advisors, contractors, agents, representatives, and any individual or entity acting on its behalf.

Each a "Party" and collectively, the "Parties."

This Agreement governs the confidentiality, use, handling, and protection of information exchanged between the Parties in connection with their preliminary and ongoing interactions.

Obligation	Duration Years
Non-Circumvention	Five (5) years
Non-Solicitation	Two (2) years
Agreement Term	Three (3) years
Survival of Obligations	Five (5) years

## 1. Purpose

The Parties are engaging in discussions to explore and evaluate a potential business relationship or transaction, which may include, but is not limited to, services, investments, joint ventures, partnerships, acquisitions, engagements, or other strategic or commercial opportunities (the "Purpose"). In furtherance of this Purpose, each Party anticipates disclosing to the other certain non-public, confidential, proprietary, or trade secret information.

## 2. Definitions

2.1 "Confidential Information" means all non-public information disclosed by either Party or its Affiliates, regardless of its form (whether oral, written, visual, electronic, or otherwise). This includes any information the disclosing Party identifies as confidential, or that the receiving Party should reasonably understand to be confidential given the circumstances of disclosure or the nature of the information itself. Confidential Information includes, but is not limited to: business plans, strategies, models, concepts, forecasts, projections, pricing, financials, software, designs, processes, technical data, organizational structures, customer or vendor lists, intellectual property, investment memoranda, transaction documentation, and personal or organizational data.

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2.2 "Introduced Parties" means any person, company, opportunity, contact, or project that one Party makes known, directly or indirectly, to the other Party in connection with the Purpose, regardless of whether a formal introduction took place.

2.3 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

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### 3. Exclusions

Confidential Information does not include any information that: (i) is or becomes publicly available without any breach of this Agreement by the receiving Party; (ii) is lawfully obtained by the receiving Party from a third party that is not bound by confidentiality obligations to the disclosing Party; (iii) was independently developed by the receiving Party without reliance on or use of the Confidential Information; (iv) is disclosed with the prior written consent of the disclosing Party; or (v) is required to be disclosed by law, regulation, or court order, provided that the receiving Party (a) gives the disclosing Party prompt written notice of such requirement to allow protective efforts, and (b) cooperates with the disclosing Party's reasonable efforts to obtain a protective order or other appropriate remedy.

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### 4. Use and Protection of Confidential Information

The receiving Party shall use Confidential Information solely for the Purpose and will limit its disclosure strictly to its Affiliates, employees, consultants, legal and financial advisors, and other authorized representatives who have a strict need-to-know such information for the Purpose and who are bound by confidentiality obligations at least as protective as those contained herein. The receiving Party further agrees to protect Confidential Information with a standard of care at least equal to that which it uses to protect its own confidential information of a similar nature, but in no event less than a commercially reasonable standard of care, and shall not reproduce, disclose, reverse-engineer, decompile, use for competitive purposes, or otherwise exploit Confidential Information except as expressly permitted by this Agreement. Finally, the receiving Party shall notify the disclosing Party promptly upon discovering any unauthorized use, disclosure, or breach of this Agreement.

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### 5. Non-Circumvention

The receiving Party agrees that it shall not, directly or indirectly, circumvent, bypass, interfere with, or take any action intended to compete with or undermine the disclosing Party in connection with any Introduced Party or opportunity disclosed under this Agreement. This prohibition explicitly includes, but is not limited to, entering into direct negotiations, soliciting, or engaging in business with Introduced Parties without the express prior written consent of the disclosing Party. This restriction shall apply for the duration specified in the "Non-Circumvention" row of the durations table above.

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### 6. Non-Solicitation

During the period specified in the "Non-Solicitation" row of the durations table above, neither Party shall, directly or indirectly, solicit, hire, retain, or attempt to engage any employee, contractor, advisor, or representative of the other Party who has been involved in discussions or activities under this Agreement. This restriction shall not apply if such individual responds to a general solicitation for employment or engagement not specifically directed at the other Party or its personnel.

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### 7. Return or Destruction

Upon the disclosing Party's written request, the receiving Party shall promptly (and in no event later than ten (10) business days following such request) either return or destroy all Confidential Information received from the disclosing Party,

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including all copies, reproductions, notes, summaries, analyses, and other materials derived therefrom. Notwithstanding the foregoing, the receiving Party may retain one (1) archival copy of the Confidential Information solely for the purpose of legal or regulatory compliance, provided such copy remains subject to the confidentiality obligations of this Agreement.

### 8. Remedies

Each Party acknowledges and agrees that any breach of this Agreement, including any unauthorized disclosure or misuse of Confidential Information, may cause irreparable harm to the disclosing Party, for which monetary damages alone would be an inadequate remedy. Accordingly, in the event of any actual or threatened breach, the non-breaching Party shall be entitled to seek injunctive relief, specific performance, and any other legal or equitable remedies available under law, including the recovery of damages and attorney's fees. The Parties agree that all such remedies shall be cumulative and not exclusive of one another.

### 9. No License or Obligation

Nothing in this Agreement shall be construed as granting, by implication or otherwise, any license or right under any patent, copyright, trademark, trade secret, or other intellectual property of the disclosing Party. Furthermore, this Agreement imposes no obligation on either Party to enter into, proceed with, or consummate any business relationship, transaction, or agreement whatsoever.

### 10. Term and Survival

This Agreement shall become effective on the date of its last signature (the "Effective Date") and shall remain in force for the Agreement Term specified in the table above. Notwithstanding the expiration or termination of this Agreement, the following obligations shall survive for the durations listed in the table above:

- The confidentiality obligations set forth in Section 4 shall survive for the duration specified in the "Survival of Obligations" row of the table above, or for as long as such information remains a trade secret under applicable law, whichever is longer.
- The non-circumvention obligations set forth in Section 5 shall survive for the duration specified in the "Non-Circumvention" row of the table above, from the date of the last introduction of an Introduced Party.
- The non-solicitation obligations set forth in Section 6 shall survive for the duration specified in the "Non-Solicitation" row of the table above, from the date of the last contact with the other Party's employees, contractors, advisors, or representatives involved in discussions under this Agreement.

### 11. Non-Disclosure of Relationship

Neither Party shall disclose the existence of this Agreement, the nature of any discussions, or any prospective or actual business relationship between the Parties without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may make such a disclosure if it is required by applicable law or legal process, provided that, to the extent legally permissible, the Party required to disclose provides the other Party with prompt written notice of such requirement and cooperates with any reasonable efforts by the other Party to seek a protective order or otherwise prevent or limit the disclosure.

### 12. Indemnification

Each Party (as "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party and its Affiliates, and their respective officers, directors, employees, and agents (collectively, "Indemnified Parties"), from and against any and

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all losses, liabilities, damages, claims, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising from or in connection with any breach of this Agreement by the Indemnifying Party or any unauthorized disclosure or misuse of Confidential Information by the Indemnifying Party or its Representatives.

### 13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Nassau County, New York, for the resolution of any disputes arising out of or relating to this Agreement.

### 14. Miscellaneous

This Agreement represents the Parties' complete and exclusive understanding regarding its subject matter, superseding all prior agreements, understandings, negotiations, and discussions, whether oral or written. Any modification or waiver of this Agreement or any right hereunder must be in writing and signed by the Party against whom such modification or waiver is to be enforced; no delay or omission in exercising any right or remedy shall operate as a waiver. Should any provision of this Agreement be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain fully valid, legal, and enforceable. Neither Party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other Party's express prior written consent, and any attempted assignment or transfer in violation of this provision shall be void; this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and delivered personally, by recognized overnight courier, by certified or registered mail (return receipt requested), or by email (with no automated error message received), to the addresses specified in the Party Table above, and shall be deemed given upon receipt if personally delivered, one business day after sending by courier, three business days after mailing, or upon transmission if sent by email. This Agreement may be executed in counterparts, each considered an original, and together constituting one and the same instrument, with electronic signatures having the same legal effect as original signatures.

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

Party	Party Name/Entity	Name of Signer	Title	Signature	Date
SCC	SimpleCITI Companies	Shervin Zade	Member		
Recipient	[Other Party Name]	[Full Name]	[if applicable]		