

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] _____ by and between Vimondo, a Georgia corporation with its principal place of business at 352 University Ave SW Atlanta, GA 30310 ("Company"), and _____, an individual residing at _____ ("Athlete").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information that is disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, marketing strategies, financial data, client information, trade secrets, and any other proprietary information.

2. Obligations of Receiving Party

The Receiving Party agrees to: (a) Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party; (b) Use the Confidential Information solely for the purpose of performing under the Representation Agreement between the parties; (c) Take all reasonable measures to protect the confidentiality of the Confidential Information, which measures shall be no less than those taken to protect the Receiving Party's own confidential information.

3. Exceptions

The obligations and restrictions set forth in Section 2 shall not apply to any information that: (a) Was known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation of confidentiality; (b) Becomes publicly available through no fault of the Receiving Party; (c) Is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (d) Is independently developed by the Receiving Party without the use of or reference to the Confidential Information.

4. Return of Materials

Upon termination of the Representation Agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies thereof.

5. Term

This Agreement shall commence on the date first written above and continue for a period of _____ years, unless terminated earlier by either party with 90 days written notice. The obligations of confidentiality shall survive the termination of this Agreement for a period of 1 year.

6. No License

Nothing in this Agreement shall be construed as granting any rights or licenses to either party under any patents, copyrights, trade secrets, trademarks, or other intellectual property rights of the other party.

7. Miscellaneous

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [State]. (b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. (c) **Amendment.** This Agreement may be amended only by a written instrument signed by both parties. (d) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the day and year first above written.

Vimondo

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

[College Athlete's Name]

By: _____
Name: _____
Date: _____

This NDA ensures that both parties agree to maintain the confidentiality of shared information during and after the term of their business relationship.