

# ONE-WAY NON-DISCLOSURE AGREEMENT

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## Employment Candidate / Advisor Template

### Pre-Incorporation Template for Ai-First

Date: \_\_\_\_\_

Between:

**Disclosing Party:**

Travis Sheppard (individually and on behalf of the future Ai-First business)

Email: *travis\_sheppard@mac.com*

Address: *C/ Entrepeñas 5B, 5B, Madrid, 28051 Spain*

**Receiving Party** (Employment Candidate / Potential Advisor):

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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## Recitals

**WHEREAS**, the Disclosing Party is developing a business venture related to AI coaching, productivity software, and related technologies (the "**Business**");

**WHEREAS**, the Receiving Party is exploring a potential employment, consulting, advisory, or contractor relationship with the Disclosing Party or the Business (the "**Purpose**");

**WHEREAS**, in connection with the Purpose, the Disclosing Party will disclose certain confidential and proprietary information to the Receiving Party;

**NOW, THEREFORE**, in consideration of the opportunity to explore the Purpose and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Receiving Party agrees as follows:

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# 1. Confidential Information

## 1.1 Definition

"**Confidential Information**" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether written, oral, visual, electronic, or in any other form, including but not limited to:

- Business plans, strategies, financial projections, and business models
- Product specifications, designs, prototypes, software, algorithms, and source code
- Technical data, know-how, processes, and inventions
- Customer information, market research, and business intelligence
- Marketing plans, pricing strategies, and competitive information
- Information about potential team members, organizational structure, or compensation
- Any information marked "Confidential," "Proprietary," or similar designation
- Any information that would reasonably be considered confidential given the nature of the information and circumstances of disclosure

## 1.2 Oral Disclosures

Information disclosed orally or visually shall be deemed Confidential Information if the Disclosing Party identifies it as confidential at the time of disclosure, or if the nature and circumstances of disclosure would cause a reasonable person to understand it is confidential.

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# 2. Exclusions

Confidential Information does **not** include information that:

- (a) Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- (b) Was rightfully known to the Receiving Party prior to disclosure, as evidenced by written records;
- (c) Is rightfully received from a third party without breach of confidentiality and without restriction on disclosure;
- (d) Is independently developed by the Receiving Party without use of the Confidential Information, as evidenced by written records; or

(e) Must be disclosed by law or court order, **provided** the Receiving Party:

- Promptly notifies the Disclosing Party (unless prohibited by law);
  - Cooperates in seeking a protective order; and
  - Discloses only the minimum information required.
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### 3. Obligations

#### 3.1 Confidentiality

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence;
- Not disclose Confidential Information to any third party without prior written consent;
- Use at least the same degree of care to protect Confidential Information as for their own confidential information, but in no event less than reasonable care.

#### 3.2 Permitted Use Only

The Receiving Party shall use Confidential Information **solely** to evaluate the potential employment, consulting, or advisory relationship with the Disclosing Party or the Business, and for no other purpose.

The Receiving Party shall **not**:

- Use Confidential Information to compete with the Business;
- Use Confidential Information to develop any product or service;
- Share Confidential Information with current or future employers (other than the Disclosing Party or the Business);
- Reverse engineer, disassemble, or decompile any software or technology disclosed.

#### 3.3 Limited Disclosure

The Receiving Party may share Confidential Information only with their attorney, accountant, or financial advisor, **provided** such person:

- Has a legitimate need to know;
- Is informed of the confidential nature of the information; and
- Is bound by professional confidentiality obligations.

The Receiving Party is responsible for any breach by such persons.

#### 3.4 Return or Destruction

Upon request by the Disclosing Party, or if the Receiving Party declines the employment/advisory opportunity, the Receiving Party shall promptly:

- Return or destroy all Confidential Information in any form, including all copies, notes, and summaries; and
  - Certify in writing that all Confidential Information has been returned or destroyed.
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## **4. No Rights Granted**

### **4.1 No License**

This Agreement does not grant the Receiving Party any license, ownership, or other rights in the Confidential Information. All Confidential Information remains the sole property of the Disclosing Party.

### **4.2 No Obligation to Hire**

The Disclosing Party has no obligation to offer employment, consulting, or any other relationship to the Receiving Party. Either party may terminate discussions at any time without liability.

### **4.3 No Warranty**

Confidential Information is provided "AS IS" without any warranty. The Disclosing Party makes no representation as to accuracy, completeness, or reliability.

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## **5. Acknowledgment of At-Will Employment (If Hired)**

If the Receiving Party is offered and accepts employment with the Disclosing Party or the Business:

- (a)** Such employment will be **at-will**, meaning either party may terminate the employment relationship at any time, with or without cause or notice;
- (b)** The Receiving Party will be required to execute a formal employment agreement, including intellectual property assignment and confidentiality provisions;
- (c)** The confidentiality obligations under this NDA shall continue until superseded by the employment agreement, and shall survive if employment does not commence or terminates; and

(d) No statements made during the interview or evaluation process constitute a contract of employment or guarantee of employment terms unless set forth in a written employment agreement signed by an authorized representative.

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## **6. Remedies**

### **6.1 Irreparable Harm**

The Receiving Party acknowledges that breach of this Agreement would cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate.

### **6.2 Injunctive Relief**

The Disclosing Party shall be entitled to seek injunctive relief and specific performance, in addition to all other remedies at law or in equity, without posting a bond.

### **6.3 Attorneys' Fees**

In any action to enforce this Agreement, the prevailing party shall recover reasonable attorneys' fees and costs.

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## **7. Term**

### **7.1 Agreement Term**

This Agreement is effective as of the date first written above and continues for **two (2) years**, unless earlier terminated by the Disclosing Party upon written notice.

### **7.2 Confidentiality Survives**

The confidentiality obligations survive termination and continue for **five (5) years**, except:

- Trade secrets remain confidential as long as they qualify as trade secrets under applicable law; and
  - The obligation to return Confidential Information survives indefinitely.
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## **8. Assignment to Future Entity**

The Disclosing Party may assign this Agreement to any entity formed to conduct the Business (including Ai-First Holdings Ltd., Ai-First Inc., Ai-First Spain, S.L., or successors) without the Receiving Party's consent, upon written notice.

The Receiving Party may not assign this Agreement without prior written consent.

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## **9. General Provisions**

### **9.1 Governing Law**

This Agreement is governed by the laws of the **State of Delaware**, without regard to conflict of law principles.

### **9.2 Jurisdiction**

Any dispute shall be resolved exclusively in the state or federal courts located in Delaware. The parties consent to personal jurisdiction and waive objections to venue.

### **9.3 Entire Agreement**

This Agreement constitutes the entire agreement regarding confidentiality and supersedes all prior discussions or agreements.

### **9.4 Amendments**

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

### **9.5 Severability**

If any provision is held invalid, the remaining provisions remain in full force and effect.

### **9.6 Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature (DocuSign, Adobe Sign, email PDF), which shall have the same effect as original signatures.

### **9.7 Independent Parties**

The parties are independent. This Agreement does not create employment, partnership, or agency.

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## Signatures

### DISCLOSING PARTY:

**Travis Sheppard**

(Individually and on behalf of the future Ai-First business)

Signature: :  \_\_\_\_\_

Date: : \_\_\_\_\_

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### RECEIVING PARTY:

Name: : \_\_\_\_\_

Signature: : \_\_\_\_\_

Date: : \_\_\_\_\_

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## Quick Use Guide

### When to Use This NDA:

- ✓ Employment candidate interviews
- ✓ Potential co-founder discussions
- ✓ Advisor or consultant candidates
- ✓ Anyone evaluating joining the Ai-First team

### What This NDA Does:

- ✓ Protects your business plan, product ideas, financials, strategy
- ✓ Prevents candidates from sharing info with current employers
- ✓ Prevents candidates from using your ideas to compete
- ✓ Allows assignment to Ai-First entities once incorporated
- ✓ Clarifies at-will employment if candidate is hired

### How to Use:

1. Fill in date and Receiving Party information
2. Send via DocuSign, Adobe Sign, or email for e-signature
3. Both parties sign electronically or via PDF

4. Store signed copy securely (Google Drive, Dropbox)
5. Before sharing confidential info, confirm NDA is fully executed

**After Incorporation:**

- This NDA automatically assigns to incorporated Ai-First entities
- New employees will sign formal employment agreement with IP assignment
- This NDA remains in effect until superseded by employment agreement

**Term:**

- 2-year agreement term
- 5-year confidentiality period
- Trade secrets protected indefinitely

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**Document Status:** Template for Pre-Incorporation Use

**Created:** November 3, 2025

**Version:** 1.0

**Use Case:** Employment Candidates, Advisors, Potential Team Members