

Non Disclosure Agreement

SPOTS Confidentiality Agreement

Effective Date:

Disclosing Party Name:

Disclosing Party Address:

Receiving Party Name:

Receiving Party Address:

1. Parties and Purpose

Reis Gordon is the creator and owner of SPOTS and acts as the disclosing party. The receiving party seeks access to confidential material to evaluate SPOTS or a related opportunity. This agreement governs use and protection of confidential information.

2. Confidential Information

Confidential information includes all non public information related to SPOTS, including product concepts, designs, prototypes, technical and business materials, and any photos, screenshots, recordings, or summaries created by the receiving party.

3. Exclusions

Information is not confidential if it was already possessed without breach, becomes public without breach, is independently developed, is received from a third party without obligation, or must be disclosed under lawful process with notice.

4. Obligations of the Receiving Party

The receiving party must keep information private, use it only to evaluate SPOTS, avoid disclosure without consent, prevent recording or distribution, and avoid using it for any competing purpose.

5. Ownership and No License

All confidential information remains property of the disclosing party. No license is granted.

6. Security, Return, and Deletion

The receiving party must protect confidential information and return or destroy it upon request. One archival copy may be retained if required by law.

7. Term of Confidentiality

Obligations last five years from the last disclosure unless otherwise agreed.

8. Legal Remedies

The disclosing party may seek injunctive relief and any legal or equitable remedy for violation.

9. No Obligation to Proceed

Either party may end discussions. Confidentiality obligations remain.

10. Representations and Disclaimer

Each party states authority to enter this agreement. Information is provided as is.

11. Governing Law and Venue

This agreement is governed by Delaware law. Disputes may be brought in any court with jurisdiction. Parties submit to those courts.

12. Assignment and Successors

No assignment without written consent. Agreement binds successors.

13. Severability

Invalid terms do not affect the remainder.

14. Entire Agreement

This is the full confidentiality agreement. Changes must be written.

15. Counterparts and Electronic Signatures

Electronic signatures are treated as originals.

Disclosing Party: Reis Gordon

Signature:



Date:

Receiving Party:

Name:

Title:

Signature:

Date: