Non-Disclosure Agreement

1. Parties and effective date

1.1 **Date and Parties.** This Non-Disclosure Agreement (the "Agreement") is made on **[Effective date: _____]** (the "Effective Date") between **[Party A's full legal name: _____]**, [Party A's business form and state: _____], whose mailing address is [Party A's mailing address: _____] ("Party A"), and **[Party B's full legal name: _____]**, [Party B's business form and state: _____], whose mailing address is [Party B's mailing address: _____] ("Party B"). Each is a "Party" and together they are the "Parties".

1.2 **Earlier discussions.** This Agreement also covers Confidential Information that a Disclosing Party gave to a Receiving Party for the Purpose on or after [Date of the first confidential discussion: _____] and before the Effective Date. The Receiving Party is not in breach because of a use or disclosure that it made before it signed this Agreement, unless that use or disclosure broke an earlier duty.

1.3 **Consideration.** Each Party receives access to information, the chance to evaluate the Purpose, or both, in return for its promises. Each Party acknowledges that this is good and valuable consideration.

2. Background and permitted purpose

2.1 **Background.** The Parties wish to discuss or carry out the purpose described in Schedule A (the "Purpose"). For the Purpose, one or both Parties may disclose information that is not public and that has value because it is kept in confidence.

2.2 **Permitted Purpose.** A Receiving Party may use Confidential Information only to evaluate, negotiate or carry out the Purpose. Any other use needs the Disclosing Party's prior written consent.

2.3 **Change of Purpose.** The Parties may widen the Purpose only by a written amendment under Section 37. A discussion of a different project does not widen it. Information given for a different project between the same Parties is covered only if the Parties agree so in writing, or if it meets the test in Section 5.1 and was given in the reasonable belief that this Agreement applied.

2.4 **No duty to disclose.** Each Party decides what it discloses. Nothing in this Agreement requires a Party to disclose any item, to keep disclosing, or to update what it has disclosed.

3. Type of agreement (mutual or one-way)

3.1 **Election.** The Parties elect the following type of agreement: **[Type of agreement: mutual or one-way: _____]**.

3.2 **Mutual.** If the election is "mutual", each Party is a Disclosing Party for the information it discloses and a Receiving Party for the information it receives. Every duty in this Agreement then binds both Parties in the same way.

3.3 **One-way.** If the election is "one-way", only **[Sole disclosing party for a one-way agreement: _____]** is the Disclosing Party and the other Party is the Receiving Party. Information that the Receiving Party sends to the Disclosing Party is then not Confidential Information under this

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Agreement, except to the extent that it contains the Disclosing Party's own Confidential Information. The Receiving Party should not send its own confidential information until the Parties change the election to mutual.

3.4 **Effect of a blank or unclear election.** If the election is missing or unclear, the Agreement is mutual.

3.5 **Affiliates.** Information that an Affiliate of a Party discloses for the Purpose on that Party's behalf is treated as disclosed by that Party. The Party may enforce this Agreement for the Affiliate. The Affiliate may not bring a separate claim for the same loss.

4. Definitions

4.1 **Defined terms.** In this Agreement:

(a) "Affiliate" means an entity that controls, is controlled by or is under common control with a Party, where control means ownership of more than half of the voting interests or the power to direct management.

(b) "AI Tool" means software that uses a machine learning or generative model to produce, summarize, classify or analyze content, including a feature of that kind inside another product.

(c) "Business Day" means a day other than a Saturday, a Sunday or a federal legal holiday.

(d) "Confidential Information" has the meaning given in Section 5, subject to Section 7.

(e) "Derived Materials" means notes, summaries, analyses, models, compilations and other items that a Receiving Party or its Representatives prepare and that contain or reflect Confidential Information.

(f) "Disclosing Party" means a Party that discloses Confidential Information, as Section 3 states.

(g) "Legal Process" means a subpoena, court order, regulatory demand, discovery request or similar demand with the force of law.

(h) "Personal Data" means information that identifies, or can reasonably be linked to, an individual, and any information that an applicable privacy law protects as personal.

(i) "Protected Rights" means the rights described in Sections 14 and 15.

(j) "Purpose" means the purpose described in Schedule A.

(k) "Receiving Party" means a Party that receives Confidential Information, as Section 3 states.

(l) "Representatives" means a Party's Affiliates, and its and their directors, managers, officers, employees, individual contractors, attorneys, accountants, financial advisors, insurers and the other persons listed in Schedule A, but only those who receive Confidential Information from or for that Party.

(m) "Trade Secret" means Confidential Information that is a trade secret under the federal Defend Trade Secrets Act, 18 U.S.C. § 1839(3), or under the state trade secret law that applies.

4.2 **Other words.** A word defined elsewhere in this Agreement has that meaning throughout, including in the Schedules.

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5. Confidential Information

5.1 **Meaning.** "Confidential Information" means information that is not generally known to the public, that a Disclosing Party discloses to a Receiving Party for the Purpose, and that is marked confidential, is listed in Schedule A, or would be understood as confidential by a reasonable person in view of its nature and the way it was disclosed.

5.2 **Form.** Confidential Information may be written, oral, visual, electronic or physical. It may be disclosed directly, through a Representative, by access to a system or data room, or by observation during a visit.

5.3 **Examples.** Subject to Sections 5.1 and 7, Confidential Information may include:

(a) financial records, budgets, forecasts, pricing, costs and margins;

(b) business, product, marketing and expansion plans;

(c) customer, supplier and distributor lists, terms, histories and preferences;

(d) inventions, formulas, processes, designs, drawings, prototypes, samples, test results and research;

(e) software, source code, algorithms, data models, system architecture and security information;

(f) unpublished patent applications and invention records;

(g) contracts and proposals that are not public; and

(h) Derived Materials, to the extent that they contain or reflect information described in this Section.

5.4 **Compilations.** A collection of information may be Confidential Information even if some parts are public, if the collection as a whole is not generally known or readily available.

5.5 **Information that is not a Trade Secret.** The contract duties in this Agreement protect Confidential Information whether or not it is also a Trade Secret. Nothing in this Agreement decides that an item is or is not a Trade Secret.

5.6 **Terms of work.** Confidential Information does not include an individual's own wages, benefits, hours or working conditions, or those of co-workers that the individual learned in the ordinary course of work. Section 14 applies in addition. This Section does not free a person who holds payroll or personnel records as part of a confidential job from duties that the law permits for those records.

6. Marking and oral disclosures

6.1 **Written items.** The Disclosing Party will make reasonable efforts to mark a written or electronic item "Confidential" or with a similar legend before disclosure. A legend on a folder, data room or email covers each item in it that is not otherwise public.

6.2 **Oral and visual disclosures.** The Disclosing Party will make reasonable efforts to say that an oral or visual disclosure is confidential when it is made, and to confirm it with a short written summary within [Days to confirm an oral disclosure: _____] days. The summary need not repeat the secret itself.

6.3 **Failure to mark or confirm.** A failure to mark or confirm does not remove protection if a reasonable

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person would understand from the circumstances that the information is confidential. A Receiving Party is not liable for a use or disclosure that it made in good faith before it received late notice, if the confidential nature was not reasonably apparent.

6.4 **Question about status.** If a Receiving Party is not sure whether an item is confidential, it will ask in writing and treat the item as confidential until the Disclosing Party answers. The Disclosing Party will answer within 10 Business Days. If it does not answer, the test in Section 5.1 still applies.

6.5 **Wrong legend.** A legend does not turn public information, or information covered by Section 5.6 or Section 14, into Confidential Information. A Disclosing Party will remove a legend that it knows is wrong.

7. Exclusions from Confidential Information

7.1 **Exclusions.** Confidential Information does not include information that the Receiving Party can show:

(a) is or becomes generally available to the public other than through a breach of this Agreement by the Receiving Party or its Representatives;

(b) was lawfully in the Receiving Party's possession, free of a duty of confidence, before the Disclosing Party disclosed it;

(c) is lawfully received from a third person who, to the Receiving Party's knowledge after reasonable inquiry, was not bound by a duty of confidence for it; or

(d) is independently developed by or for the Receiving Party without use of or reference to the Confidential Information.

7.2 **Combinations.** Information does not fall within an exclusion only because it is included in more general information that does, or because its separate features do. The combination itself must be within the exclusion.

7.3 **Records.** The Receiving Party carries the burden of showing that an exclusion applies. Dated records or other competent evidence may be used for that purpose.

7.4 **Personal Data.** Exclusions (b) to (d) do not reduce a duty that privacy law places on a Party for Personal Data.

7.5 **Wrongful publication.** Information that became public through a breach by the Receiving Party or its Representatives is not excluded as to that Receiving Party. This Section does not limit a Protected Right.

8. Confidentiality and non-use obligations

8.1 **Duties.** Subject to Sections 13, 14 and 15, the Receiving Party will:

(a) hold the Confidential Information in confidence;

(b) not disclose it to any person other than a Representative as Section 10 allows;

(c) not use it for anything other than the Purpose;

(d) not copy it except as reasonably needed for the Purpose; and

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(e) not use it to gain a commercial advantage over the Disclosing Party outside the Purpose.

8.2 **No trading or sale.** The Receiving Party will not sell, license, publish or give a third person access to Confidential Information in return for money or any other benefit.

8.3 **Legends and copies.** The Receiving Party will keep every confidentiality and ownership legend on copies. A copy is Confidential Information to the same extent as the original.

8.4 **Consent.** The Disclosing Party may consent in writing to a disclosure or use that this Agreement does not allow. Consent covers only the item, person and use that it names.

8.5 **Relationship to law.** The duties in this Section are in addition to the duties that trade secret, privacy and other laws place on the Receiving Party.

9. Standard of care and security measures

9.1 **Standard of care.** The Receiving Party will protect Confidential Information with at least the care that it uses for its own confidential information of a similar kind, and never less than reasonable care.

9.2 **Minimum measures.** The Receiving Party will:

(a) limit access to persons who need it for the Purpose;

(b) store electronic copies in systems protected by unique user accounts and, where reasonably available, multi-factor authentication;

(c) encrypt Confidential Information that it sends over a public network or keeps on a portable device, where reasonably practicable;

(d) keep physical copies, samples and prototypes in a place that outsiders cannot reach without supervision; and

(e) remove access promptly when a person no longer needs it.

9.3 **Extra measures.** The Receiving Party will also follow the additional measures in Schedule A.

9.4 **Site rules.** A Party that visits the other's site or uses its systems will follow reasonable written site and security rules that it has been given. Those rules do not limit Protected Rights.

9.5 **Evidence of compliance.** If the Disclosing Party has a reasonable basis to suspect a breach, the Receiving Party will, within 10 Business Days after a written request, describe in writing the measures it uses to comply. It need not reveal privileged material, third-party secrets or protected communications.

9.6 **Owner's measures.** The Disclosing Party remains responsible for reasonable measures of its own. It will not disclose more than it considers necessary for the Purpose.

10. Permitted recipients (Representatives)

10.1 **Who may receive.** The Receiving Party may disclose Confidential Information to a Representative who needs it for the Purpose, has been told of its confidential nature, and is bound by a written agreement or professional duty that protects it in substance as well as this Agreement does.

10.2 **Responsibility.** The Receiving Party is responsible to the Disclosing Party for an act or omission of its Representative that would be a breach if the Receiving Party had done it. This does not apply to a

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Representative that has signed its own confidentiality agreement directly with the Disclosing Party for the same information.

10.3 **Restricted persons.** The Receiving Party will not give Confidential Information to a person listed as restricted in Schedule A without the Disclosing Party's prior written consent. Potential lenders, investors and co-bidders are not Representatives unless Schedule A lists them.

10.4 **Departure.** When a Representative leaves or no longer works on the Purpose, the Receiving Party will end access and remind that person of any duty that continues.

10.5 **Individuals.** A Receiving Party that asks its own employee or individual contractor to sign a confidentiality agreement for the Purpose is responsible for including the notice in Section 15, or a lawful cross-reference to a policy that contains it, and for leaving Protected Rights intact.

11. No reverse engineering

11.1 **Restriction.** Except as Section 11.2 allows, the Receiving Party will not analyze, decompile, disassemble, test or otherwise reverse engineer a prototype, sample, software or other item that the Disclosing Party supplies in confidence, in order to learn its composition, structure, source code or method of working.

11.2 **Exceptions.** Section 11.1 does not apply to:

(a) work that the Disclosing Party permits in writing;

(b) testing that Schedule A describes as part of the Purpose;

(c) an item that the Receiving Party lawfully obtained from the open market and not under this Agreement; or

(d) an act that applicable law allows and that the Parties cannot restrict by contract.

11.3 **Results.** The Receiving Party will treat results of permitted testing of a confidential item as Derived Materials. It will give the Disclosing Party a copy on written request, except for privileged content and information about the Receiving Party's own products.

11.4 **Reports of problems.** This Section does not stop a person from reporting a suspected violation of law or a safety danger to a government agency.

12. Artificial intelligence tools and data handling

12.1 **Public AI Tools.** The Receiving Party will not enter Confidential Information into an AI Tool that is offered to the public on terms that let the provider use the input or output to train or improve a model, or let the provider show the input to its other customers.

12.2 **Approved AI Tools.** The Receiving Party may use an AI Tool for the Purpose if:

(a) its provider is bound by contract to keep the input and output confidential and not to train a model with them for others;

(b) access is limited to persons who may receive the Confidential Information;

(c) the Receiving Party can delete the Confidential Information as Section 25 requires; and

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(d) Schedule A does not forbid the use.

12.3 **No training.** Unless Schedule A expressly allows it, the Receiving Party will not train, fine-tune or benchmark a model with Confidential Information. If it does so in breach, it will stop the use and remove the affected data and model, as far as technically possible, in addition to any other remedy.

12.4 **Cloud services.** The Receiving Party may use a hosting, email or backup provider that is bound by duties of confidence and security. The provider is a service provider, not a person free to use the content. The Receiving Party is responsible for its provider in the same way as for a Representative.

12.5 **Recording.** A Party will not record a meeting, or use an automated note-taking tool in it, unless every participant has agreed. A permitted recording or transcript that contains Confidential Information is Confidential Information. Protected Rights, and any recording right that the law does not allow a contract to remove, are not affected.

13. Compelled disclosure

13.1 **Permitted disclosure.** The Receiving Party may disclose Confidential Information to the extent that Legal Process or applicable law requires it, if it follows this Section.

13.2 **Prior notice.** Where the law allows, the Receiving Party will give the Disclosing Party prompt written notice, with a copy of the demand, before it discloses. The notice must leave reasonable time to seek protection, where the deadline in the demand permits.

13.3 **Cooperation.** The Receiving Party will not oppose a reasonable effort by the Disclosing Party to seek a protective order, sealing or other confidential treatment. It will give reasonable help at the Disclosing Party's expense.

13.4 **Limited disclosure.** If protection is not obtained, the Receiving Party will disclose only the part that its counsel advises is legally required, and will ask for confidential treatment where reasonably available.

13.5 **Status.** Information disclosed under this Section remains Confidential Information for every other purpose.

13.6 **Routine examinations.** No notice is needed for a routine examination by a regulator with authority over the Receiving Party that is not aimed at the Disclosing Party or the Purpose. The Receiving Party will tell the regulator that the information is confidential.

13.7 **Protected Rights come first.** Sections 13.2 to 13.6 do not apply to a person who exercises a Protected Right. That person needs no consent and gives no notice to a Party before or after doing so.

14. Protected rights and whistleblower disclosures

14.1 **Priority.** This Section and Section 15 control over every other term of this Agreement, including Sections 8, 12, 13, 18 and 25.

14.2 **Government reports.** Nothing in this Agreement prevents or discourages a person from, without notice to or approval from a Party:

(a) reporting a possible violation of law to a federal, state or local agency, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Occupational Safety and Health Administration, the Department of

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Justice, a state or local civil rights agency or a law enforcement agency;

(b) communicating directly with an agency, answering its questions, giving it documents as the law allows, or taking part in its investigation or proceeding;

(c) testifying truthfully in a legal, administrative, legislative or arbitration proceeding; or

(d) receiving an award for information given to an agency under a law that provides for one.

14.3 **Waste, fraud and abuse.** Nothing in this Agreement prohibits or restricts an employee, contractor or subcontractor from lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive the information.

14.4 **Sexual abuse, sexual harassment and sexual assault.** Nothing in this Agreement prevents a person from disclosing or discussing an act of sexual abuse, including the abuse of a minor, facts related to it, or conduct that the person reasonably believes is sexual harassment or sexual assault, or a dispute about any of these.

14.5 **Discrimination, retaliation and other unlawful workplace acts.** Nothing in this Agreement prevents a person from disclosing or discussing conduct in a workplace, or connected with work, that the person reasonably believes is unlawful discrimination, harassment, retaliation, a wage and hour violation, a safety violation or any other conduct that the person has reason to believe is unlawful. Nothing in this Agreement prevents an individual from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the individual has reason to believe is unlawful.

14.6 **Concerted activity.** Nothing in this Agreement limits the right of an employee covered by the National Labor Relations Act to discuss wages, benefits and other terms and conditions of employment, to organize, or to engage in other protected concerted activity.

14.7 **Lawyers and advice.** A person may disclose this Agreement and information reasonably needed for legal advice to an attorney in confidence.

14.8 **Other rights.** A right to disclose that applicable federal, state or local law protects, and that cannot be waived by agreement, stays in force even if this Section does not name it.

14.9 **No retaliation.** A Party will not retaliate, threaten a claim under this Agreement, or seek a remedy because a person lawfully exercised a Protected Right.

14.10 **Limits.** This Section does not allow disclosure of Trade Secrets or other Confidential Information that has nothing to do with the protected report, discussion or proceeding. It does not waive a Party's attorney-client privilege.

15. Notice of immunity under the Defend Trade Secrets Act

15.1 **Notice.** Under 18 U.S.C. § 1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that:

(a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(b) is made in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made

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under seal.

15.2 **Retaliation lawsuit.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

15.3 **Who is covered.** This notice is given to every individual who signs or is bound by this Agreement, including an individual who works for a Party as an employee, contractor or consultant.

15.4 **Not a limit.** This notice does not narrow a right under Section 14.

16. Notice of unauthorized use or disclosure

16.1 **Notice.** The Receiving Party will notify the Disclosing Party in writing within [Hours to report an incident: _____] hours after it learns of an actual or reasonably suspected unauthorized access to, or use, loss or disclosure of, Confidential Information in its control.

16.2 **Content.** The notice will state, as far as known, what happened, when, what information and persons are involved, and what has been done. The Receiving Party will add missing facts as it learns them. A lawful exercise of a Protected Right is not an incident.

16.3 **Response.** The Receiving Party will promptly take reasonable steps to stop the incident, recover the information, limit harm and prevent another incident. It will cooperate reasonably with the Disclosing Party.

16.4 **Public and legal notices.** Each Party will give any notice that a law requires of it. Where the law allows, the Receiving Party will consult the Disclosing Party before it names the Disclosing Party in a public notice.

16.5 **No admission.** A notice under this Section is not an admission of fault. It does not cure a breach or limit a remedy.

17. Personal data and regulated information

17.1 **Avoid where possible.** A Disclosing Party will not disclose Personal Data unless it is needed for the Purpose. It will use redacted, anonymous or sample data where that is enough.

17.2 **Lawful handling.** Each Party will follow the privacy and security laws that apply to it. The Receiving Party will use Personal Data only for the Purpose, will not sell it, and will not try to identify individuals in data supplied in a de-identified form.

17.3 **Separate contracts.** Before disclosing information that needs a separate contract by law, the Parties will sign that contract. This includes protected health information that requires a business associate contract under HIPAA. This Agreement is not a business associate contract or a data processing agreement.

17.4 **Regulated data.** Without prior written agreement on handling, a Party will not send the other Party any government identification numbers, payment card data, precise financial account credentials, biometric identifiers, protected health information or classified information.

17.5 **Conflict.** If a privacy contract between the Parties is stricter for Personal Data, the stricter term

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controls for that data.

18. Existence of discussions and publicity

18.1 **Discussions.** Subject to Sections 13, 14 and 15, neither Party will tell a third person, other than a Representative, that the Parties are discussing the Purpose or have shared Confidential Information, or the proposed terms or status, without the other Party's prior written consent. This duty is mutual even if the election in Section 3 is one-way.

18.2 **Names and marks.** Neither Party will use the other's name, logo or trademark in advertising, a customer list, a press release or social media without prior written consent.

18.3 **Required announcements.** A Party may make an announcement that a law or stock exchange rule requires. Where the law allows, it will first give the other Party a reasonable chance to comment.

18.4 **Existing public facts.** A Party may confirm a fact that is already public through no breach by it.

19. Ownership and no license; feedback

19.1 **Ownership.** Confidential Information remains the property of the Disclosing Party or its licensors. Disclosure does not transfer ownership.

19.2 **No license.** Except for the limited right to use Confidential Information for the Purpose, no license is granted under a patent, copyright, trademark, Trade Secret or other right, whether expressly, by implication or by estoppel.

19.3 **Derived Materials.** As between the Parties, the Disclosing Party owns the Confidential Information in Derived Materials. The Receiving Party owns its own independent analysis and information, but may use Derived Materials only as this Agreement allows.

19.4 **Feedback.** A Party need not give feedback. If it gives a suggestion about the other Party's product or plan, the other Party may use the suggestion without payment, but this permits no use of the giver's Confidential Information, patents or identity, beyond what is needed to use that suggestion as given. A Party that wishes to keep a suggestion confidential must say so before giving it.

19.5 **No transfer of inventions.** This Agreement does not assign inventions or works of authorship. The Parties will sign a separate agreement before starting joint development.

20. Patent rights and public disclosure

20.1 **Filing.** The Receiving Party will not file a patent, design, copyright or trademark application that contains or is based on the Disclosing Party's Confidential Information without prior written consent.

20.2 **Wrong filing.** If the Receiving Party makes a filing in breach of Section 20.1, it will promptly tell the Disclosing Party and, on request and to the extent the law allows, withdraw it, correct it or transfer the affected rights at the Receiving Party's expense.

20.3 **Confidential disclosure.** The Parties intend that a disclosure under this Agreement is made in confidence and is not a public disclosure, an offer for sale or a publication. The Parties know that this statement of intent does not by itself decide a question of patent law.

20.4 **Own responsibility.** Each Party is responsible for its own filing dates and patent advice. A Party

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that plans to file should consider filing before it discloses, sells or publicly uses an invention.

21. No warranty

21.1 **As is.** Each Disclosing Party provides Confidential Information "as is". To the extent the law allows, it makes no express or implied warranty that the information is accurate, complete, fit for a purpose or free of third-party rights.

21.2 **Reliance.** The Receiving Party makes its own assessment. A Disclosing Party is liable for statements about the information only under a later signed agreement and only as that agreement states.

21.3 **Right to disclose.** Each Disclosing Party states that, to its knowledge, it may lawfully disclose the Confidential Information it provides and that the disclosure does not break a duty to a third person.

21.4 **Fraud.** Nothing in this Section excludes liability for fraud.

22. No obligation to proceed

22.1 **No deal yet.** This Agreement does not require a Party to enter into a transaction, buy, sell, invest, employ or continue discussions. Either Party may end discussions at any time for any lawful reason.

22.2 **Definitive agreement.** A duty to carry out a transaction arises only under a later written agreement that both Parties sign. An email, term sheet, draft or oral statement is not enough unless it says that it is binding and both Parties sign it.

22.3 **Costs.** Each Party pays its own costs of the discussions, unless a signed writing states otherwise.

22.4 **No exclusivity.** Each Party may hold similar discussions with others, as long as it keeps its duties under this Agreement.

23. Independent development; no restriction on competition or employment

23.1 **Own work.** Each Party may develop, buy or sell products or services that are similar to or compete with those of the other Party, as long as it does not use or disclose the other Party's Confidential Information in breach of this Agreement.

23.2 **No noncompete.** This Agreement is not a covenant not to compete. It does not stop an individual from working for, owning or advising any business.

23.3 **No nonsolicitation.** This Agreement does not restrict a Party from dealing with a customer, hiring a person or accepting business. Use or disclosure of Confidential Information in doing so remains restricted.

23.4 **General skill.** An individual may use general skill, knowledge and experience, including those gained in work on the Purpose. This does not allow use or disclosure of Trade Secrets or other specific Confidential Information, whether kept in a document or memorized on purpose.

23.5 **No inference.** A similar product, a new job or access to Confidential Information is not by itself proof of a breach.

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24. Term and duration of obligations

24.1 **Disclosure period.** This Agreement covers Confidential Information disclosed from the date in Section 1.2 until [Length of the disclosure period: _____] after the Effective Date, unless a Party ends that period sooner on [Days of notice to end the disclosure period: _____] days' written notice.

24.2 **Confidentiality period.** The duties for Confidential Information that is not a Trade Secret continue for [Confidentiality period after disclosure ends: _____] after the end of the disclosure period.

24.3 **Trade Secrets.** The duties for a Trade Secret continue for as long as it remains a Trade Secret. If it stops being a Trade Secret because of a breach by the Receiving Party or its Representatives, the duties of that Receiving Party continue for it as if it were still a Trade Secret, to the extent the law allows.

24.4 **Personal Data.** The duties for Personal Data continue for as long as the Receiving Party holds it or the law requires.

24.5 **Shorter period by law.** If the applicable law allows only a shorter period for a kind of information or person, that shorter period applies to that kind of information or person.

24.6 **Effect of end.** The end of discussions or of the disclosure period does not end duties for information already disclosed.

25. Return and destruction of materials

25.1 **Request.** Within [Days to return or destroy materials: _____] days after the Disclosing Party's written request, or after the Receiving Party decides not to proceed with the Purpose and gives notice of it, the Receiving Party will stop using the Confidential Information and will return or securely destroy it.

25.2 **Physical items.** The Receiving Party will return original documents, prototypes, samples and equipment in the condition received, allowing for permitted testing and ordinary wear.

25.3 **Derived Materials.** The Receiving Party may destroy Derived Materials in place of returning them.

25.4 **Permitted retention.** The Receiving Party may keep:

(a) one archive copy with its legal counsel to show what it received and to comply with this Agreement;

(b) copies that a law, regulation or written record retention rule based on law requires;

(c) automatic backup copies that are not reasonably accessible, until they are deleted in the ordinary cycle; and

(d) board and transaction records that it must keep in the ordinary course, with Confidential Information removed where practicable.

25.5 **Continuing duty.** Kept information stays subject to this Agreement for as long as it is kept and may not be used for another purpose.

25.6 **Certificate.** On request, an authorized person will sign Schedule B within 10 Business Days after the return or destruction.

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25.7 **Legal hold and Protected Rights.** No Party must destroy material that it must preserve for a pending or reasonably expected proceeding. This Section does not require a person to return or destroy material lawfully held in exercise of a Protected Right.

26. Privilege and common interest

26.1 **No waiver.** The Parties do not intend that sharing Confidential Information waives attorney-client privilege, work product protection or another legal protection.

26.2 **Common interest.** To the extent that the Parties share a common legal interest in a matter, they intend that privileged material shared for it remains protected under the common interest doctrine where that doctrine applies. Before sharing such material, the Parties will consider a separate written common interest agreement.

26.3 **Mistake.** If a Party receives material that appears to be privileged and sent by mistake, it will stop reading, tell the sender and return or delete it, subject to any court rule.

26.4 **No duty.** Nothing requires a Party to disclose privileged material.

27. Securities laws and material nonpublic information

27.1 **Awareness.** Each Party knows that Confidential Information may include material nonpublic information about a company with publicly traded securities, and that securities laws restrict trading while in possession of such information and passing it to others who may trade.

27.2 **Compliance.** Each Party will comply with those laws and will tell its Representatives about them where relevant.

27.3 **No standstill.** This Section adds no standstill or share purchase limit. It does not restrict direct communication with the Securities and Exchange Commission.

28. Export control

28.1 **Compliance.** Each Party will comply with United States export control and sanctions laws that apply to the Confidential Information. These rules can apply to a release of technology or source code to a foreign person inside the United States.

28.2 **Notice before disclosure.** A Disclosing Party will not send controlled technology without first telling the Receiving Party in writing of its classification and getting the Receiving Party's agreement to receive it.

28.3 **Licenses.** The Receiving Party will not export, reexport or release controlled Confidential Information without a license or exception that the law requires.

28.4 **No unlawful discrimination.** This Section does not allow a Party to treat a person differently because of citizenship or national origin, except as export law requires.

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29. Injunctive relief and remedies

29.1 **Equitable relief.** Each Party acknowledges that a breach may cause harm that money alone may not repair. The Disclosing Party may ask a court for a temporary restraining order, an injunction or specific performance. The court decides whether the legal test is met.

29.2 **Bond.** To the extent the law allows, the Parties ask the court to set any bond or security at a modest amount. This Section does not waive a bond that the law requires.

29.3 **Work.** No Party will ask for an order that bars an individual from entering an employment relationship on the basis of this Agreement. A Party may ask for lawful conditions that rest on evidence of threatened misappropriation.

29.4 **Other remedies.** The remedies in this Agreement are in addition to those available under law, including the Defend Trade Secrets Act and state trade secret law. A Party may not recover twice for the same loss.

29.5 **Opportunity to cure.** If a breach can be cured and delay would not increase the harm, the Disclosing Party will give written notice and 10 days to cure before it files a claim for damages. This does not apply to a request for urgent relief or where waiting would put a limitation period at risk.

29.6 **No penalty.** This Agreement sets no liquidated damages or penalty. Damages must be proved.

30. Limitation of liability

30.1 **Excluded damages.** To the extent the law allows, neither Party is liable under this Agreement for punitive damages, or for loss that was not a reasonably foreseeable result of the breach.

30.2 **Cap.** To the extent the law allows, a Party's total liability for breaches of this Agreement is limited to: [Liability cap for ordinary breach: _____].

30.3 **Exceptions.** Sections 30.1 and 30.2 do not limit liability for willful breach, gross negligence, fraud, misappropriation of a Trade Secret, a statutory remedy that cannot be limited by contract, fees awarded under Section 31, or liability that the law does not allow a party to limit.

30.4 **Mitigation.** A Party that claims loss will take reasonable steps to reduce it.

30.5 **Individuals.** An individual who signs only as an authorized officer or agent of a Party is not personally liable for that Party's duties.

31. Attorney fees and costs

31.1 **Prevailing party.** In a proceeding to enforce this Agreement, the prevailing Party may recover reasonable attorney fees, expert fees and costs from the other Party, to the extent the law allows. The rule applies equally to both Parties.

31.2 **Who prevails.** The court or arbitrator decides which Party prevailed on the main issues and may award a part or none.

31.3 **Limits.** This Section does not apply to a claim by or against an individual if a law forbids a fee award against that person. It does not give an employer an award of exemplary damages or fees under the Defend Trade Secrets Act that 18 U.S.C. § 1833(b)(3)(C) bars.

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31.4 **Protected Rights.** No fee or cost may be claimed because a person lawfully exercised a Protected Right.

32. Governing law

32.1 **State law.** The laws of [Governing state: _____] govern this Agreement and any claim that arises from it, without applying conflict-of-laws rules that would lead to another law.

32.2 **Federal law.** Federal law, including the Defend Trade Secrets Act, applies where it governs by its own terms.

32.3 **Mandatory protections.** The choice in Section 32.1 does not remove a protection that the law of the place where an individual lives or works gives and that the individual cannot waive.

32.4 **Validity.** The Parties choose a state with a reasonable connection to them or the Purpose, or a state whose law permits the choice.

33. Jurisdiction and venue; dispute resolution

33.1 **Discussion first.** A Party that has a dispute will describe it in writing. Persons with authority to settle will meet, in person or remotely, within 15 days. Urgent relief may be sought at any time.

33.2 **Election.** A dispute not settled within 30 days after that notice will be decided by: **[Dispute method: court or arbitration: _____]**. If the election is missing or unclear, it is court proceedings.

33.3 **Court proceedings.** If the election is court proceedings, the state courts in [County and state for disputes: _____], and the federal court for that district if it has jurisdiction, have exclusive jurisdiction. Each Party accepts their jurisdiction and venue, except where the law gives an individual a non-waivable right to another forum.

33.4 **Arbitration.** If the election is arbitration, the dispute will be finally decided by one neutral arbitrator in [County and state for disputes: _____] under the commercial rules of [Arbitration provider: _____], or under its employment rules where those apply to the dispute. The award must be reasoned and in writing and may be entered in any court with jurisdiction. Either Party may ask a court for urgent relief in aid of arbitration.

33.5 **Exception.** No person is required to arbitrate a sexual harassment or sexual assault dispute if that person elects not to do so. Nothing in this Section stops a charge or report to a government agency.

33.6 **Confidential filings.** A Party that files Confidential Information in a proceeding will first seek leave to file under seal or use another lawful protective step. This does not make the existence of the dispute confidential.

33.7 **Jury trial.** The Parties do not waive a jury trial by this Agreement for a dispute decided in court.

34. Notices

34.1 **Form.** A formal notice must be in writing and delivered by hand, by certified mail, by a national courier with tracking, or by email under Section 34.3.

34.2 **Addresses.** Notices go to:

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Party A: [Party A's notice address and email: _____]

Party B: [Party B's notice address and email: _____]

34.3 **Email.** A notice by email takes effect when the recipient confirms receipt by a reply that is not automatic. If no confirmation arrives within 2 Business Days, the sender will use another method.

34.4 **Receipt.** A notice by hand or courier takes effect on recorded delivery. A notice by certified mail takes effect on delivery or first refused delivery. A notice received after 5:00 p.m. or on a day that is not a Business Day takes effect on the next Business Day.

34.5 **Incidents.** A notice under Section 16 may be given first by email or telephone, followed by a formal notice.

34.6 **Changes.** A Party may change its details by notice.

35. Assignment and successors

35.1 **Consent.** Neither Party may assign this Agreement without the other Party's prior written consent, which may not be unreasonably withheld.

35.2 **Business transfer.** A Party may assign this Agreement without consent to the successor to all or substantially all of the business to which the Purpose relates, if the successor accepts it in writing. The assigning Party will give notice within 10 Business Days where the law and its duties of confidence allow.

35.3 **Transfer to a competitor.** If a Receiving Party is transferred to a direct competitor of the Disclosing Party, the Disclosing Party may require return or destruction under Section 25.

35.4 **Successors.** This Agreement binds and benefits the Parties and their permitted successors and assigns. An assignment in breach of this Section has no effect.

36. Relationship of the parties; authority

36.1 **Independent Parties.** This Agreement creates no partnership, joint venture, agency, fiduciary or employment relationship. Neither Party may bind the other.

36.2 **Authority.** Each Party states that it may enter into this Agreement. A person who signs for an entity states that he or she has authority to bind it.

36.3 **Third persons.** Except as Section 3.5 states, no third person may enforce this Agreement. An individual may rely on Sections 14, 15 and 29.3.

36.4 **Existing status.** This Agreement does not change an employment or contractor relationship that already exists and does not promise work for any period.

37. Amendment and waiver

37.1 **Amendment.** This Agreement may be changed only by a writing that both Parties sign. An exchange of emails is not enough unless both emails state that they amend this Agreement and contain the sender's electronic signature.

37.2 **Waiver.** A waiver must be in writing and signed by the Party that gives it. It covers only the event that it describes.

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37.3 **Delay.** A delay or partial use of a right is not a waiver. Limitation periods set by law still apply.

37.4 **Online terms.** Click-through terms of a data room or website do not change this Agreement, unless both Parties sign a writing that says so.

38. Severability and reformation

38.1 **Severability.** If a court finds a term invalid or unenforceable, the rest stays in force.

38.2 **Reformation.** To the extent the law allows, the court may enforce the term to the greatest lawful extent or replace it with a lawful term closest to its purpose.

38.3 **Limits.** A court should not reform a term in a way that limits a Protected Right or creates a restriction that Section 23 excludes.

38.4 **Place.** A term that is invalid in one place stays valid elsewhere.

39. Entire agreement

39.1 **Entire agreement.** This Agreement, with its Schedules, is the whole agreement of the Parties on confidentiality for the Purpose. It replaces earlier discussions and agreements on that subject for information disclosed on or after the date in Section 1.2.

39.2 **Earlier duties.** Rights that arose under an earlier agreement before that date stay in force.

39.3 **Later agreement.** A later definitive agreement replaces this Agreement only if it says so. If both apply, the stricter lawful protection for Confidential Information controls, subject to Sections 14 and 15.

39.4 **Order.** If a Schedule conflicts with the main text, the main text controls, except where it refers to a choice made in the Schedule.

40. Survival

40.1 **Continuing terms.** Sections 1 to 42 and the Schedules continue after the disclosure period for as long as needed to give them effect, subject to the periods in Section 24. This does not extend the disclosure period.

40.2 **Accrued rights.** The end of a duty does not affect a claim for an earlier breach.

40.3 **Protected Rights.** Protected Rights have no end date under this Agreement.

41. Interpretation

41.1 **Reading.** Headings are for convenience. "Including" means "including without limitation". The singular includes the plural. "Written" includes email, except where a signed writing or a formal notice is required.

41.2 **Laws.** A reference to a law includes its amendments and replacement.

41.3 **Time.** "Days" means calendar days unless the text says Business Days. A deadline that falls on a day that is not a Business Day moves to the next Business Day, except the hours in Section 16.1.

41.4 **Drafting.** Each Party had the chance to obtain legal advice. No term is read against a Party because it drafted the term, to the extent the law allows.

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42. Counterparts and electronic signatures

42.1 **Counterparts.** The Parties may sign separate copies. Together the copies form one agreement.

42.2 **Electronic signatures.** The Parties agree to use electronic signatures and records. A signature made by a signing service, a typed name intended as a signature or a scanned signature has the same effect as an original, to the extent the law allows.

42.3 **Paper option.** A Party may ask to sign on paper instead.

42.4 **Delivery.** Each Party will receive a complete signed copy. A signed copy sent by email is delivered when it can be opened by the recipient.

By signing, each Party agrees to this Agreement, including the Schedules. Each individual who signs has read Sections 14 and 15. This Agreement takes effect on the Effective Date.

PARTY A: [Party A's full legal name: _____]
By (signature):
Printed name: [Name of Party A's signer: _____]
Title: [Title of Party A's signer: _____]
Date signed:

PARTY B: [Party B's full legal name: _____]
By (signature):
Printed name: [Name of Party B's signer: _____]
Title: [Title of Party B's signer: _____]
Date signed:

SCHEDULE A: PURPOSE AND CONFIDENTIAL INFORMATION

1. Purpose: [Purpose of the disclosure: _____]

2. Party A's main Confidential Information: [Party A's main confidential information: _____]

3. Party B's main Confidential Information: [Party B's main confidential information: _____]

4. Additional Representatives: [Additional representatives: _____]

5. Restricted persons: [Restricted persons: _____]

6. Permitted testing: [Permitted testing: _____]

7. AI Tools allowed or forbidden: [AI tool rules: _____]

8. Additional security measures: [Additional security measures: _____]

9. How items will be shared: [Sharing method: _____]

A category in items 2 or 3 is a description only. It does not cover information that Section 7 excludes, and it does not limit Protected Rights. Do not write the secret itself in this Schedule.

SCHEDULE B: CERTIFICATE OF RETURN OR DESTRUCTION

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This certificate is given under Section 25.6 of the Non-Disclosure Agreement dated [Effective date: _____] between [Party A's full legal name: _____] and [Party B's full legal name: _____]. Complete it only when a return or destruction takes place.

1. Receiving Party giving this certificate:

2. Date of the request or notice:

3. Items returned, and the date and method:

4. Items destroyed, and the date and method:

5. Items kept under Section 25.4 and the reason:

6. Representatives told to return or destroy their copies:

I certify for the Receiving Party that, after reasonable inquiry, the statements above are true to the best of my knowledge, and that the Receiving Party has returned or destroyed the Confidential Information as Section 25 requires, except for the items in number 5. Kept items remain subject to the Agreement. This certificate does not cover material held in exercise of a Protected Right.

Signature:
Printed name:
Title:
Date signed:

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