NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Disclosing Party (the party sharing information): _____, mailing address _____.

Receiving Party (the party receiving information): _____, mailing address _____.

Type (check one): [ ] one-way, only the Disclosing Party shares; [ ] mutual, both parties share, and each is bound as the Receiving Party for the other's information.

1. PURPOSE

The Receiving Party may use Confidential Information only for the following purpose (the "Purpose"): _____.

2. WHAT IS CONFIDENTIAL

"Confidential Information" means (check one): [ ] all nonpublic information shared by or for the Disclosing Party on or after the Effective Date, marked or not; [ ] only information that is marked confidential, or identified as confidential when shared orally and confirmed in writing within _____ days.

It includes, for example: _____, and notes or analyses that contain or reflect it. "Trade Secrets" means Confidential Information that qualifies as a trade secret under federal or state law.

3. WHAT IS NOT CONFIDENTIAL

Confidential Information does not include information that (a) is or becomes public without a breach of this Agreement; (b) the Receiving Party already knew without a duty of confidence; (c) the Receiving Party lawfully receives from someone free to share it; or (d) the Receiving Party develops on its own without using the Confidential Information. For an employee or contractor, it also does not include general skill, knowledge, training and experience.

4. USE AND CARE

The Receiving Party will use Confidential Information only for the Purpose, protect it with at least reasonable care, and share it only with its _____ (for example employees or advisors) who need it for the Purpose and are bound by similar duties. The Receiving Party is responsible for their mistakes.

The Receiving Party will not put Confidential Information into a personal email or cloud account or into an outside software tool or online service, including generative AI tools, that may keep it or use it to train models, unless the Disclosing Party agrees in writing.

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5. DISCLOSURE REQUIRED BY LAW

If a court, agency or law requires disclosure, the Receiving Party may disclose only what is required, after giving the Disclosing Party prompt written notice where the law allows so it can seek a protective order.

6. PROTECTED DISCLOSURES

Nothing in this Agreement stops anyone from reporting a possible violation of law to, or taking part in an investigation by, any government agency, including the Securities and Exchange Commission, or from testifying truthfully, and no notice to the other party is needed. As the Speak Out Act requires, this Agreement will not be enforced to stop anyone from disclosing or discussing a sexual assault or sexual harassment dispute.

If the Receiving Party is an employee or contractor: nothing in this Agreement prohibits discussing or disclosing conduct at work that the person reasonably believes is unlawful, or (for employees) discussing wages and working conditions. Under 18 U.S.C. § 1833(b), an individual cannot be held liable under any trade secret law for disclosing a trade secret in confidence to a government official or an attorney only to report or investigate a suspected violation of law, or in a court filing made under seal; an individual suing for retaliation may share it with their attorney and use it in court if filings are sealed. Some states, including California, Colorado, Illinois, New Jersey, New York, Oregon and Washington, require added wording; check your state before you sign.

7. HOW LONG THIS AGREEMENT LASTS

Information shared from the Effective Date until _____ is covered. The Receiving Party's duties last for _____ years after that date (or, for an employee or contractor, after the work ends). Duties for Trade Secrets last as long as the information remains a trade secret.

8. RETURN OR DESTRUCTION

Within _____ days after a written request, or after the sharing period ends, the Receiving Party will return or destroy all Confidential Information, including copies, and delete electronic copies, except copies the law requires it to keep and backups deleted in the normal course, which stay confidential.

9. REMEDIES

A breach may cause harm that money alone cannot fix, so the Disclosing Party may ask a court for an order to stop it, in addition to any other remedy. Sharing information gives the Receiving Party no license or other right in it, and it is provided as is.

10. GENERAL TERMS

The law of the State of _____ governs this Agreement. Any lawsuit about it will be brought in the courts serving _____ County. Neither party has to enter into any further deal because of this Agreement. This Agreement is the complete agreement on its subject, can be changed only in a signed writing, and may be signed in counterparts and electronically. If a court finds any part unenforceable, the rest stays in effect.

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Additional terms: _____

SIGNATURES

Disclosing Party

Signature: _____ Date: _____

Printed Name: _____

Receiving Party

Signature: _____ Date: _____

Printed Name: _____

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