

# NON-DISCLOSURE AGREEMENT (NDA)

**This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between:**

[Your Company/Name], with an address at [Your Address] ("Disclosing Party"), and

XFINK, with an address at 340 Alexander Street Crockett CA. 94525 ("Receiving Party").

## 1. Definition of Confidential Information

Confidential Information includes all non-public information, proprietary data, trade secrets, and other valuable information disclosed by the Disclosing Party, whether in written, electronic, or oral form. Confidential Information includes, but is not limited to, business plans, financial data, product designs, software, customer lists, and marketing strategies.

## 2. Obligations of Confidentiality

The Receiving Party agrees to:

- a. Keep Confidential Information strictly confidential and protect it with the same level of care as it uses to protect its own sensitive information.
- b. Not disclose or reveal Confidential Information to any third party without the Disclosing Party's prior written consent.
- c. Use Confidential Information only for the purpose of [insert purpose, e.g., "evaluating a potential business relationship between the Parties"] and not for any other purpose.

## 3. Exclusions from Confidentiality

Confidential Information does not include information that:

- a. Is or becomes publicly known through no fault of the Receiving Party.
- b. Was known to the Receiving Party before disclosure by the Disclosing Party.
- c. Is independently developed by the Receiving Party without the use of Confidential Information.
- d. Is lawfully obtained from a third party without restriction on disclosure.

## 4. Term and Duration

The obligations of confidentiality shall remain in effect for a period of [five (5) years] from the date of disclosure or until the Confidential Information no longer qualifies as confidential under Section 3, whichever is earlier.

## 5. Return or Destruction of Confidential Information

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all materials, in any form, that contain Confidential Information and certify in writing that all such materials have been returned or

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destroyed.

## 6. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights to or interest in the Disclosing Party's Confidential Information, other than the right to use it for the purposes set forth in Section 2.

## 7. Remedies and Enforcement

Both parties agree that unauthorized disclosure of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies.

## 8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of [insert state], and any disputes arising under this Agreement shall be resolved in the courts of [insert location].

## 9. Miscellaneous

- a. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings, or representations.
- b. Any amendment to this Agreement must be in writing and signed by both Parties.
- c. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that provision.

**IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the**

Disclosing Party:

XFINK

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

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

Name: [Your Name]

Name: Christian Fink

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

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