

NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into on date: _____ and between, [a type of legal entity] ("Disclosing Party") _____ and _____ [a type of legal entity] ("Receiving Party").

INTRODUCTION

WHEREAS, the Disclosing Party holds certain confidential and proprietary information; and WHEREAS, in connection with the evaluation, assessment, and/or potential establishment of a business relationship, and/or the completion of a transaction between the Receiving Party and the Disclosing Party (collectively referred to as the "Business Purposes"), such confidential and proprietary information of the Disclosing Party may be disclosed to the Receiving Party; and WHEREAS, the Disclosing Party wishes to protect its confidential and proprietary information from unauthorized use and disclosure. NOW, THEREFORE, in consideration of the mutual premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- I. "Confidential Information". For the purposes of this Agreement, "Confidential Information" refers to all strategic and development plans, financial status, business strategies, co-developer identities, data, business records, customer lists, project documents, market analysis, employee rosters, business guidelines, policies and procedures, information related to processes, technologies, or theories, and any other information disclosed by the Disclosing Party or made accessible to the Receiving Party by the Disclosing Party or other sources under this Agreement, or created as part of or in relation to the Business Purposes, which is not publicly available.
- II. Nondisclosure Obligations. The Receiving Party agrees to receive and maintain the Confidential Information in strict confidence. Without limiting the scope of the above, the Receiving Party further agrees and commits to:
 - A. To take all reasonable measures to protect the Confidential Information from unauthorized use, publication, or disclosure;
 - B. To use the Confidential Information solely for the purposes related to the Business.
 - C. Not to, directly or indirectly, reveal, disclose, transfer, report, or utilize any of the Confidential Information except as explicitly permitted by the Disclosing Party under this Confidentiality Agreement.
 - D. Not to use any Confidential Information to engage in unfair competition or gain an unfair advantage over the Disclosing Party in any business activity similar to the activities being considered by the parties in connection with the Business Purposes.
 - E. To limit access to the Confidential Information solely to its officers, directors, and employees who require such access to fulfill the Business Purposes.

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F. To inform each individual granted access to any Confidential Information that they are strictly prohibited from using, publishing, disclosing, or allowing others to use the Confidential Information for their own benefit or to the disadvantage of the Disclosing Party. Additionally, upon the Disclosing Party's request, the Receiving Party shall provide a copy of a written agreement, signed by such individuals, affirming these obligations.

G. To follow any additional reasonable security measures requested by the Disclosing Party in writing.

III. Exemptions. The confidentiality obligations do not apply to Confidential Information that: A. is or becomes publicly known, not due to a breach of this Agreement; B. was already in the Receiving Party's possession with the right to disclose, as shown by written documentation; or C. is independently obtained by the Receiving Party from a third party with no disclosure restrictions.

IV. Return of Confidential Information. The Receiving Party agrees to promptly return to the Disclosing Party all documents, notes, and any other physical or written materials in their possession that relate to or contain Confidential Information, either upon the conclusion of the Business Purposes or upon the Disclosing Party's written request, whichever occurs first.

V. No Ownership of Confidential Information.

A. Receiving Party

The Receiving Party hereby agrees and acknowledges that the Disclosing Party does not grant any license, whether explicit or implicit, to the Receiving Party to utilize any of the Confidential Information.

B. Receiving Party

The Receiving Party agrees that any inventions, enhancements, copyrightable works, or designs related to the Disclosing Party's machines, methods, compositions, or products, which result from or relate to the Confidential Information, along with the rights to use, market, license, or franchise them, will be the exclusive property of the Disclosing Party, and the Receiving Party has no ownership rights to them.

VI. No Solicitation of Employees. The Receiving Party agrees that, for a period of five (5) years from the date of this Agreement, it will not directly approach any employees of the Disclosing Party with the intention of encouraging, persuading, or influencing them to leave their employment with the Disclosing Party and join the Receiving Party.

VII. Losses. The Receiving Party agrees to compensate the Disclosing Party for any and all losses, damages, claims, or expenses that the Disclosing Party may incur or suffer due to the Receiving Party's violation of the terms of this Agreement.

VIII. Term and Termination. This Agreement shall begin on the date specified above. The Receiving Party's right to use the Confidential Information for the Business Purposes will remain in effect until [insert date] or until the Disclosing Party provides written notice to the Receiving Party to terminate such right, whichever occurs first. However, the Receiving Party's obligations regarding the Confidential Information will remain in full effect until further notice from the Disclosing Party.



- IX. The Receiving Party acknowledges and agrees that any unauthorized disclosure or use of the Confidential Information may cause the Disclosing Party substantial harm, the extent of which may be difficult to quantify. As a result, the Receiving Party consents to the Disclosing Party's right to seek a court order from a jurisdiction with proper authority, restraining any further unauthorized use or disclosure, and for any other appropriate relief the Disclosing Party may deem necessary. This remedy shall be in addition to any other legal or equitable remedies available to the Disclosing Party.
- X. The Receiving Party shall not assign or transfer its rights under this Agreement, either directly or indirectly, without obtaining the prior written consent of the Disclosing Party. This Agreement, along with the obligations of the Receiving Party, shall be binding upon the Receiving Party's representatives, permitted assignees, and successors, and shall also benefit the Disclosing Party's representatives, assignees, and successors.
- XI. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- XII. Attorney's Fees. In the event of any legal or equitable action to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees.
- XIII. Complete Agreement. This Agreement represents the entire understanding between the parties regarding its subject matter and may only be modified or amended through a written document signed by both parties.

(Type or Print Receiving Party's Name By:)

Signature

(Type or Print Disclosing Party's Name By:)

Signature

Date: _____

(Type or Print Name of Authorized Signatory for Receiving Party Title:)

Signature

Date: _____

(Type or Print Name of Authorized Signatory for Disclosing Party

Title:) Signature

Date: _____