

## NONDISCLOSURE AGREEMENT NATWISH LLC

This Nondisclosure Agreement (the “Agreement”) is entered into by and between \_\_\_\_\_ (“Inventor/Disclosing Party”) located at \_\_\_\_\_ and NatWish LLC, a Florida Limited Liability Company (“Receiving Party”), located at 340 Royal Poinciana Way, Suite 317-349, Palm Beach, Florida 33480, for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

**1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, and it can be described as and includes:

(a) Technical and business information relating to Disclosing Party’s product development, manufacturing, proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. Additional specifically named Confidential Information may also be attached to this NDA as Attachment A, but is not required.

(b) In addition to the above, Confidential Information shall also include, and the Receiving Party shall have a duty to protect, other confidential and/or sensitive information which is (i) disclosed by Disclosing Party in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (ii) disclosed by Disclosing Party in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Receiving Party within thirty (30) days of the disclosure.

**2. Exclusions from Confidential Information.** Receiving Party’s obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or
- (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

**3. Obligations of Receiving Party.**

(a) Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party and only for the purpose of evaluating potential business and investment relationships with Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information or material. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

(b) Receiving Party shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Disclosing Party. Receiving Party shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

(c) This Agreement imposes no obligation upon Receiving Party with respect to any Confidential Information (a) that was in Receiving Party's possession before receipt from Disclosing Party; (i) is or becomes a matter of public knowledge through no fault of Receiving Party; (ii) is rightfully received by Receiving Party from a third party not owing a duty of confidentiality to the Disclosing Party; (iii) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Disclosing Party; or (iv) is independently developed by Receiving Party.

#### **4. Rights.**

(a) Disclosing Party warrants that he has the right to make the disclosures under this Agreement.

(b) This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Receiving Party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

(c) Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Disclosing Party may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

**5. Remedies.** If there is a breach or threatened breach of any provision of this Agreement, it is

agreed and understood that the Disclosing Party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

**6. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**7. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

**8. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**9. Integration.** This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior proposals, agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Florida, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Florida, U.S.A.

**10. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and that they voluntarily accept the duties and obligations set forth herein. The parties furthermore agree that this Agreement shall be binding on their representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**Receiving Party of Confidential Information:**

NatWish LLC

Title: Manager

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

**Inventor/Disclosing Party of Confidential Information:**

Name:

Address:

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

Date:

EXHIBIT "A"

[Explain here in detail or just put in PRODUCT NAME]