

### Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement ("Agreement") is being made between \_\_\_\_\_ ("Customer") and **Matt Lipsky Design Solutions** ("Company") may also be referred to as "Party" or together as the "Parties". This Agreement will become effective on \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ ("Effective Date").

The Parties are interested in exploring a potential business opportunity (the "Opportunity"). In order to adequately evaluate whether the Parties would like to pursue the Opportunity, it is necessary for both Parties to exchange certain confidential information.

**IN CONSIDERATION OF** disclosing and receiving confidential information, the Parties agree to the following:

#### 1. Confidential Information

The confidential information ("Confidential Information") includes any information that is only known by the disclosing party, and not known by the general public at the time it is disclosed, whether it is in tangible or intangible form, and through whatever means it is disclosed.

Confidential Information does not include information that:

- a. The receiving party lawfully had before the disclosing party actually disclosed it;
- b. Is disclosed to the receiving party by a third-party who is not bound by a confidentiality agreement;
- c. Becomes available to the general public by no fault of the receiving party; or
- d. Is required by law to be disclosed.
- e. All payment agreements between parties will remain closed and not discussed with anyone.

#### 2. Use of Confidential Information

The receiving party must keep the Confidential Information confidential. The receiving party will treat the Confidential Information with the same care as it treats its own confidential information.

The receiving party may disclose the Confidential Information to its personnel on an as-needed basis. The personnel must be informed that the Confidential Information is confidential, and the personnel must agree to be bound by the terms of this Agreement. The receiving party is liable for any breach of this Agreement by their personnel.

#### 3. Ownership and Title

Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the receiving party. The Confidential Information will remain the exclusive property of the disclosing party.

#### 4. Return of Confidential Information

Upon termination of this Agreement, the receiving party must return all tangible materials it has that embody the Confidential Information it received, including all electronic and hard copies. This includes, but is not limited to, any notes, memos, drawings, summaries, excerpts and anything else derived from the Confidential Information.

#### 5. Term and Termination

The term of this Agreement is \_\_\_\_\_ months from the Effective Date, unless terminated earlier for other reasons available in this Agreement.

Either Party may end this Agreement at any time by providing a written notice to the other Party. The Party's obligation to hold in confidence all Confidential Information received during the term of this Agreement will remain in effect indefinitely.

## 6. Remedies

The Parties agree the Confidential Information is unique in nature and money damages will not adequately remedy the irreparable injury breach of this Agreement may cause the harmed party. The harmed Party is entitled to seek injunctive relief, as well as any other remedies that are available in law and equity.

## 7. Relationship of the Parties

- a. **No Binding Agreement to Pursue Opportunity.** The Parties agree they are exploring a potential Opportunity and sharing their Confidential Information is not a legal obligation to pursue the Opportunity. Either Party is free to stop discussions or negotiations related to the Opportunity at any time.
- b. **No Exclusivity:** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.
- c. **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or employee of the other Party.

## 8. General

- a. **Amendments.** This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.
- b. **Assignment.** The Parties may not assign the responsibilities they have under this Agreement to anyone else.
- c. **Choice of Law.** This Agreement will be interpreted based on the laws of the State of [State], regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of Pennsylvania
- d. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- e. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

## 9. Notices

If a Party is required by law to disclose any Confidential Information it has received, it will notify the disclosing party within three (5) business days.

If a Party loses or fails to maintain confidentiality of any Confidential Information it has received, it will notify the disclosing party within twenty-four (24) hours. The receiving party will take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use.

All notices under this Agreement must be sent by email with return confirmation of receipt, or certified or registered mail with return receipt requested.

Notices should be sent to:

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Client Address

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City

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State

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Zip code

**10. Let's Ink it**

Ink is the official handshake of business. If the Parties agree to the terms of this Agreement, please sign below.

\_\_\_\_\_  
Client Name (*print name*) / date

\_\_\_\_\_  
Client Name (*Signature*) / date

\_\_\_\_\_  
Client Home Number (*don't forget area code*)

\_\_\_\_\_  
Client Cellular Number (*don't forget area code*)

\_\_\_\_\_  
Client Email Address

\_\_\_\_\_  
Owner/Designer Name (*print name*) / date

\_\_\_\_\_  
Owner/Designer Name (*Signature*) / date