

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2___ (the "Effective Date"), by and between:

Mike McConnell dba Prophet Computers

301 VZ County Road 3106

Edgewood, TX 75117

("Receiving Party")

and

[Customer Name]

[Address]

[City, State, Zip Code]

("Disclosing Party")

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business plans, customer lists, financial information, product designs, technical specifications, and trade secrets.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- (a) Keep Confidential Information confidential and not disclose it to any third parties without the prior written consent of the Disclosing Party;
- (b) Use the Confidential Information solely for the purpose of evaluating or engaging in a business relationship with the Disclosing Party;
- (c) Take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures the Receiving Party uses to protect its own confidential information of a similar nature;
- (d) Promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- (a) Was in the public domain at the time of disclosure or subsequently enters the public domain through no fault of the Receiving Party;
- (b) Was known to the Receiving Party prior to the receipt of the Confidential Information;
- (c) Is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality;
- (d) Is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information.

4. Term

The obligations of the Receiving Party under this Agreement shall remain in effect for a period of ___ (3 years or another time period) years from the Effective Date, or until the Confidential Information no longer qualifies as confidential in accordance with this Agreement, whichever occurs first.

5. Return of Materials

Upon the Disclosing Party’s request, the Receiving Party shall promptly return or destroy all materials received that contain Confidential Information and shall certify in writing that it has complied with this requirement.

6. No License

Nothing in this Agreement shall be construed as granting any license or rights to the Receiving Party under any patent, copyright, trade secret, or other intellectual property of the Disclosing Party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, in the County of Van Zandt.

8. Miscellaneous

- (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or negotiations regarding such subject matter.
- (b) This Agreement may be amended or modified only in writing signed by both parties.
- (c) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- (d) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

Receiving Party: Mike McConnell dba Prophet Computers

By: _____
Name: Mike McConnell
Title: Owner
Date: _____

Disclosing Party: [Customer Name]

By: _____
Name: _____
Title: _____
Date: _____



Note to the User: Make sure to fill in the blanks with specific information, such as names, addresses, and dates. Consider legal review to ensure it meets all necessary legal requirements and effectively protects your interests.