FRANK & CONFIDENTIAL
"Conversations"

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of this ___ day of _____, 20___ (the "Effective Date"),

BETWEEN:

[Your Name] existing under the laws of [State/Country] (the "Disclosing Party");

AND

Frank & Confidential, a company organized and existing under the laws of New Zealand, with its principal place of business/residence online (the "Receiving Party").

(Hereinafter collectively referred to as the "Parties" and individually as a "Party")

RECITALS:

WHEREAS, the Disclosing Party willingly chooses to disclose certain confidential and proprietary information when engaging **Frank & Confidential**'s business services which it desires to disclose to the Receiving Party for the Purpose defined below; and

WHEREAS, the Receiving Party is willing to receive such confidential information subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. PURPOSE. The Disclosing Party intends to disclose certain confidential information to the Receiving Party for the purpose of **evaluating a potential collaboration, discussing personal concerns and receiving personal or professional guidance** (the "Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION. "Confidential Information" shall mean any and all information, whether written, oral, electronic, visual, or in any other form, disclosed by the Disclosing Party to the Receiving Party, directly or indirectly, before or after the Effective Date, that is not generally known to the public and which relates to the Disclosing Party's business, operations, clients, strategies, finances, or personal matters. Confidential Information includes, but is not limited to:

- **Client Information:** Names, identities, personal details, issues, concerns, discussions, and any other information revealed by or about clients of the Disclosing Party.

- **Business Operations:** Business plans, marketing strategies, financial information, pricing, services offered, methodologies, processes, and internal procedures.
- **Proprietary Information:** Trade secrets, intellectual property, software, algorithms, databases, and any other proprietary materials.
- **Personal Information:** Any personal, sensitive, or private information shared by the Disclosing Party or its clients.
- **Discussions and Communications:** The content of any discussions, meetings, or communications between the Parties regarding the Purpose or the Disclosing Party's business.
- Any information that is marked as "Confidential" or "Proprietary" or that, given the nature of the information or the circumstances of its disclosure, a reasonable person would understand to be confidential.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION. Confidential Information shall not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by written records; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (d) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure and without breach of this Agreement; or (e) is disclosed with the prior written consent of the Disclosing Party.

4. OBLIGATIONS OF RECEIVING PARTY. The Receiving Party agrees to: (a) **Maintain Confidentiality:** Hold all Confidential Information in strict confidence and take all reasonable precautions to prevent its unauthorized disclosure, use, or access. (b) **Limited Use:** Use the Confidential Information solely for the Purpose stated in Section 1. (c) **No Disclosure:** Not disclose, disseminate, or permit access to any Confidential Information to any third party without the prior written consent of the Disclosing Party. (d) **Protection:** Apply the same degree of care to protect the Confidential Information as it uses to protect its own similarly sensitive information, but in no event less than a reasonable degree of care. (e) **Compelled Disclosure:** If the Receiving Party is legally compelled to disclose any Confidential Information by court order, governmental agency, or other legal process, it shall provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall cooperate with the Disclosing Party in any such efforts and shall only disclose the minimum amount of Confidential Information legally required.

5. TERM. This Agreement shall commence on the Effective Date and shall remain in full force and effect **indefinitely** from the date of disclosure of the last piece of Confidential Information. The obligations of confidentiality hereunder shall survive the termination or expiration of this Agreement.

6. RETURN OF CONFIDENTIAL INFORMATION. Upon the Disclosing Party's request, or upon the termination or expiration of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy all Confidential Information (and all copies thereof) in its possession or control, including any notes, analyses, compilations, or other documents prepared by the

Receiving Party that contain or reflect Confidential Information. The Receiving Party shall provide written certification of such destruction upon request.

7. NO LICENSE. Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in or to the Disclosing Party's Confidential Information, or any patent, copyright, trademark, or other intellectual property rights.

8. REMEDIES. The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information would cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Therefore, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to prevent any actual or threatened breach of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of **the country of the Disclosures Residence and New Zealand**, without regard to its conflict of laws principles.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

11. SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. WAIVER. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by both Parties. No waiver of any breach shall be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

DISCLOSING PARTY:

_____ [Your Name/Authorized Signatory Name]

RECEIVING PARTY:

_____ **Frank & Confidential** Authorized Signatory Name]