

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into on this Date _____, by and between:

Disclosing Party:

[Your Company Name]

Address: **[Your Company Address]**

Principals: **[Your Name]**

(Hereinafter referred to as the "Disclosing Party")

Receiving Party:

Procure Point Partners

Address: 220 25th Avenue, Nashville, TN 37203

Principals: Jacob Shealy and Meg Liles

(Hereinafter referred to as the "Receiving Party")

Collectively, the Disclosing Party and the Receiving Party shall be referred to as the "Parties."

1. Purpose and Scope:

The Disclosing Party possesses certain confidential and proprietary information, including but not limited to trade secrets, business strategies, customer information, financial data,

technical specifications, and other information (collectively, the "Confidential Information"), which the Receiving Party desires to access and use for the purpose of Product Presentations.

2. Confidentiality Obligations:

2.1 The Receiving Party acknowledges and agrees that the Confidential Information disclosed by the Disclosing Party shall be treated as strictly confidential.

2.2 The Receiving Party shall take reasonable measures to protect the confidentiality of the Confidential Information, using at least the same degree of care it uses to protect its own confidential information.

2.3 The Receiving Party shall not disclose, reproduce, distribute, or otherwise make the Confidential Information available to any third party without the consent of the Disclosing Party.

3. Permitted Disclosures:

The Receiving Party may disclose the Confidential Information to its employees, contractors, and agents who have a legitimate need to know for the purpose stated in Section 1, provided that such individuals are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

4. Exclusions:

The obligations under this Agreement shall not apply to any information that:

4.1 Was rightfully in the possession of the Receiving Party prior to the disclosure by the Disclosing Party;

4.2 Becomes publicly known through no fault of the Receiving Party;

4.3 Is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation;

4.4 Is independently developed by the Receiving Party without reference to the Confidential Information.

5. Term and Termination:

This Agreement shall commence on the Effective Date and shall remain in effect for a period of 2 years from the Effective Date. Either Party may terminate this Agreement at any time upon written notice to the other Party.

6. Remedies:

The Parties acknowledge that any unauthorized disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

7. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee.

8. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

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

By: Procure Point Partners. By: [Counterparty's Company Name]

Name: Jacob Shealy Name:

Jacob Shealy

Title: Co-Owner Title:

Date: Date:
