



NDA AGREEMENT

Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Raegan Enterprises, LLC with its principal offices at 106 Grant Street, Olphant PA 18432 ("Disclosing Party") on behalf of its client, and _____, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized use and disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the use and disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include any information, material, data, or know-how, including trade secrets and proprietary information, that is not generally known to the public and that is disclosed, either written or orally, to be or appears to a reasonable person to be proprietary or confidential. If Confidential Information is in written form, Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide notice in writing indicating that such oral communication constituted Confidential Information.

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 Receiving Party; (b) discovered or created by Receiving Party before disclosure by Disclosing Party; (c) learned by Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) is disclosed as required or ordered by a court, administrative agency, or other governmental body.

3. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of 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,



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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. Upon written request by Disclosing Party, Receiving Party shall immediately return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information.

4. U.S. Defend Trade Secrets Act

Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 (DTSA) provides that an individual shall be immune from civil and criminal liability for disclosing a trade secret if the disclosure is made (i) in confidence to a government official, directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or document filed in a lawsuit or proceeding if the filing is made under seal. The DTSA further provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation may disclose the trade secret to their attorney or to the court if the individual discloses the trade secret (a) in a court filing under seal and (b) does not disclose the trade secret except pursuant to a court order.

5. Rights in Confidential Information

Disclosing Party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by Disclosing Party to Receiving Party shall not be construed as granting Receiving Party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.

6. Term

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 confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.



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7. Governance

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its choice of law principles. Any disputes that relate to the execution, interpretation, construction, performance, or enforcement of the Agreement will be brought and resolved solely and exclusively in the state or federal courts of _____.

8. Relationship

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

9. Successor and Assigns

This Agreement binds and benefits the heirs, successors, and assignees of the parties.

10. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

11. Waiver

The failure by either party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

12. Entire Agreement

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a written agreement signed by both parties.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

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

_____ Receiver Signature: Date: _____