
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into as of [Date], by and between:

Vincere Consulting, a sole proprietorship based in Seychelles (“Disclosing Party”),
and

[Client Name], with principal address at [Client Address] (“Receiving Party”).

Together referred to as “the Parties.”

1. Purpose

The Parties wish to engage in discussions regarding a potential business relationship, during which each may disclose to the other certain confidential and proprietary information.

2. Confidential Information

For the purposes of this Agreement, “Confidential Information” includes all non-public, proprietary or confidential information disclosed by the Disclosing Party, whether in written, oral, electronic, or other form, including but not limited to business plans, technical data, trade secrets, client information, designs, strategies, and intellectual property.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

Treat all Confidential Information as strictly confidential.

Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

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Use the Confidential Information solely for the purpose of evaluating a potential business relationship.

4. Exclusions

This Agreement shall not apply to information that:

Was publicly known at the time of disclosure.

Becomes publicly available through no fault of the Receiving Party.

Was lawfully received by the Receiving Party from a third party.

Is required to be disclosed by law or court order, provided that the Disclosing Party is notified in advance.

5. Term

This Agreement shall remain in effect for a period of two (2) years from the date of execution or until terminated in writing by either party. Obligations regarding Confidential Information disclosed during the term shall survive for three (3) years from the date of disclosure.

6. Return or Destruction of Information

Upon termination of discussions or at the request of the Disclosing Party, the Receiving Party agrees to return or destroy all Confidential Information.

7. No License

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

8. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Seychelles.

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9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements or understandings.

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

Vincere Consulting

Signature:

Name: Rosalind Denys

Title: Founder & Principal Consultant

Date:

[Client Name]

Signature:

Name:

Title:

Date: