

# CYBER SECURITY NON-DISCLOSURE AGREEMENT

- 1. THE PARTIES.** This Cyber Security Non-Disclosure Agreement, hereinafter known as the "Agreement," created this \_\_\_\_\_, is by and between \_\_\_\_\_, hereinafter known as "Receiving Party," and \_\_\_\_\_, hereinafter known as "Disclosing Party," and collectively known as the "Parties."

WHEREAS, the Disclosing Party possesses and may disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of diagnostic consultations and potential business collaboration;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 2. DEFINITION OF CONFIDENTIAL INFORMATION.** The term "Confidential Information" shall mean any non-public information, including but not limited to technical, financial, business, and any other proprietary information, disclosed by the Disclosing Party to the Receiving Party during the course of diagnostic discussions and consultations.
- 3. OBLIGATIONS.** The Receiving Party agrees to hold the Confidential Information in strict confidence and to take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information. The Receiving Party shall not disclose, reproduce, or use the Confidential Information for any purpose other than the purposes explicitly stated in this Agreement.
- 4. EXCEPTIONS TO CONFIDENTIAL INFORMATION.** The obligations of confidentiality shall not apply to information that: (a) was already known to the Receiving Party at the time of disclosure; (b) becomes publicly available or known other than through a breach of this Agreement by the Receiving Party; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is rightfully received by the Receiving Party from a third party without any confidentiality obligations.
- 5. NON-SOLICITATION.** During the term of this Agreement and for a period of 5 years, the Receiving Party shall not directly or indirectly solicit or hire any employees, contractors, or agents of the Disclosing Party involved in the provision of cybersecurity services, without the prior written consent of the Disclosing Party.
- 6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon the Disclosing Party's request or termination of discussions, the Receiving Party shall promptly return all copies of the Confidential Information or, at the Disclosing Party's option, certify the destruction of such information in writing.

7. **TERM AND TERMINATION.** This Agreement shall remain in effect for \_\_\_\_\_ years unless terminated earlier by either party with written notice. The obligations of confidentiality and non-disclosure shall survive the termination of this Agreement.
8. **SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.
9. **ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.
10. **GOVERNING LAW.** This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

<b>Receiving Party Signature</b>	Printed Name	Date
<b>Disclosing Party Signature</b>	Printed Name	Date