



NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____, 25, by and between Hallucinations.cloud, llc, a limited liability company organized under the laws of the State of South Dakota, with its principal office located at 2111 Vantage Circle, Spearfish, SD 57783 ("Disclosing Party"), and _____, located at _____ ("Receiving Party").

1. **CONFIDENTIAL INFORMATION** Confidential Information includes all non-public information disclosed by the Disclosing Party to the Receiving Party, including but not limited to technical data, trade secrets, research, product plans, products, services, software, algorithms, inventions, processes, designs, drawings, engineering, marketing, or financial information.
2. **OBLIGATIONS OF RECEIVING PARTY** The Receiving Party agrees to: a. Maintain the confidentiality of the Confidential Information; b. Not disclose Confidential Information to any third parties without prior written consent from the Disclosing Party; c. Use the Confidential Information solely for evaluating or engaging in discussions regarding a potential business relationship or transaction with the Disclosing Party.
3. **EXCLUSIONS** Confidential Information does not include information which: a. Is publicly known at the time of disclosure; b. Becomes publicly known after disclosure through no breach of this Agreement; c. Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; d. Is disclosed by Receiving Party with Disclosing Party's prior written approval.
4. **TERM** The obligations of the Receiving Party concerning each item of Confidential Information shall continue indefinitely from the date of disclosure unless otherwise specified in writing by the Disclosing Party.

5. RETURN OF MATERIALS Upon written request by the Disclosing Party or upon termination of discussions, the Receiving Party shall return or destroy all Confidential Information.
6. GOVERNING LAW This Agreement shall be governed by the laws of the State of South Dakota, without regard to its conflict of laws principles.
7. ENTIRE AGREEMENT This Agreement represents the entire understanding between the parties regarding the subject matter and supersedes all prior discussions, negotiations, and agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DISCLOSING PARTY: Hallucinations.cloud, llc

Signature: _____ Name: _____

Title: _____ Date: _____

RECEIVING PARTY:

Signature: _____ Name: _____

Title: _____ Date: _____