NON-DISCLOSURE AGREEMENT (NDA)
(Specific to "The Bright Hanger" – Patent Pending, Trademarked)

This Non-Disclosure Agreement ("Agreement") is made and entered into as of
_____ ___, 202_, by and between:

Disclosing Party:

_____
Owner of *The Bright Hanger™* (Patent Pending)
Address: _____

Receiving Party:

_____
Address: : _____

Collectively referred to as the "Parties."

1. Purpose

The Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party regarding the development, design, marketing, and commercialization of a product known as **"The Bright Hanger™"**, which is **trademarked** and currently **patent pending**. This Agreement is intended to protect such information from unauthorized use or disclosure.

2. Definition of Confidential Information

"Confidential Information" refers to any non-public information disclosed, directly or indirectly, in any form (oral, written, digital, visual) related to The Bright Hanger™, including but not limited to:

- Product design and specifications
- Technical drawings and prototypes
- Manufacturing processes
- Supplier or manufacturer contacts
- Marketing strategies and business plans
- Pricing, cost structures, or customer data
- Patent-related documentation and legal filings

Confidential Information also includes the existence and content of this Agreement.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Treat all Confidential Information with the same degree of care it uses to protect its own confidential materials, but no less than reasonable care.
- Use the Confidential Information solely for the purpose of evaluating or facilitating a potential relationship or project regarding The Bright Hanger™.

- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Not copy, reproduce, or distribute Confidential Information without express permission.

4. Exclusions from Confidential Information

Confidential Information does not include information that:

- Becomes publicly available through no fault of the Receiving Party;
- Is rightfully received by the Receiving Party from a third party without restriction;
- Is independently developed by the Receiving Party without use of the Confidential Information;
- Is disclosed pursuant to legal obligation, provided the Receiving Party gives the Disclosing Party prompt notice to seek a protective order.

5. Term and Survival

This Agreement is effective as of the date first written above and shall continue in effect for a period of **ten (10) years**. The obligation to protect Confidential Information shall survive termination of this Agreement for **two (2) years** thereafter.

6. Intellectual Property Rights

The Receiving Party acknowledges that all rights, title, and interest in and to **The Bright Hanger™**, including its trademark and any pending patents, are the sole property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any license or right to use such intellectual property.

7. Return or Destruction of Materials

Upon written request, the Receiving Party shall return or destroy all copies of Confidential Information and certify such destruction or return within 10 business days.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to its conflict of law principles.

9. Remedies

The Parties acknowledge that any breach of this Agreement may result in irreparable harm to the Disclosing Party. Therefore, the Disclosing Party shall be entitled to injunctive relief and any other remedy available at law or equity in the event of such breach.

10. Entire Agreement

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

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

DISCLOSING PARTY
Signature: _____
Name: _____
Title: _____
Date: _____

RECEIVING PARTY
Signature: _____
Name: _____
Title: _____
Date: _____