

NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement ("Agreement")** is made and entered into as of the Effective Date by and between **Circle&Wolves**, a company registered and operating under the laws of Latvia, ("Disclosing Party"), and **[Client's Name]**, ("Receiving Party").

1. PURPOSE The Disclosing Party possesses certain confidential and proprietary information that it wishes to disclose to the Receiving Party for the purpose of discussing and/or engaging in a potential business relationship (the "Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION For the purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and that the Receiving Party should reasonably understand to be confidential, including but not limited to business strategies, financial data, client lists, marketing plans, and proprietary methodologies.

3. OBLIGATIONS OF RECEIVING PARTY The Receiving Party agrees to: (a) Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party; (b) Use the Confidential Information solely for the Purpose and not for any other purpose; (c) Take all necessary precautions to protect the confidentiality of the Confidential Information, including restricting access to authorized personnel only; (d) Return or destroy all Confidential Information upon the request of the Disclosing Party.

4. EXCLUSIONS Confidential Information does not include information that: (a) Is or becomes publicly available through no breach of this Agreement; (b) Is lawfully received from a third party without restriction; (c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (d) Is required to be disclosed by law or court order, provided the Receiving Party provides prompt notice to the Disclosing Party to seek protective measures.

5. TERM AND TERMINATION This Agreement shall remain in effect for a period of **5 years** from the Effective Date. The obligations of confidentiality shall survive for **5 years** after the termination of this Agreement.

6. NO LICENSE Nothing in this Agreement grants the Receiving Party any rights to the Disclosing Party's intellectual property or Confidential Information, except as expressly set forth herein.

7. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of **Latvia**, without regard to its conflict of laws principles.

8. REMEDIES The Disclosing Party shall be entitled to seek injunctive relief in addition to any other legal remedies available in the event of a breach of this Agreement.

9. MISCELLANEOUS (a) This Agreement constitutes the entire understanding between the parties regarding Confidential Information and supersedes all prior agreements; (b) Any amendments must be in writing and signed by both parties; (c) If any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.

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

Disclosing Party (Circle&Wolves):

Signature: _____

Name: _____

Title: _____

Date: _____

Receiving Party (Client):

Signature: _____

Name: _____

Title: _____

Date: _____