

# MUTUAL NON-DISCLOSURE & PRIVACY AGREEMENT

THIS AGREEMENT is made as of DATE: \_\_\_\_\_, by and between:

PARTY A: INTEGRITY RIGHT SOLUTIONS USA Kings Buy & Build Properties,  
located at 7901 4TH STREET N SUITE 300, ST PETERSBURG, FL 33702

PARTY B: [Full Legal Name/Company], located at [Address] \_\_\_\_\_

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## 1. PURPOSE


The parties wish to explore a potential business relationship or transaction. In the course of discussions, each party (the "Discloser") may disclose sensitive, non-public information to the other party (the "Recipient"). This Agreement ensures reciprocal protection of such information.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes all information disclosed by either party that is marked as confidential or should reasonably be understood to be confidential, specifically including:

 **DIGITAL DATA:** Website Data, Email Communication, database schemas, login credentials, internal server architectures, API documentation, and all electronic communications.

 **FINANCIAL INFORMATION:** Tax returns, bank statements, balance sheets, profit and loss statements, valuation models, cap tables, investor lists, pricing structures, and audit reports.

 **BUSINESS ASSETS:** Trade secrets, marketing plans, customer lists, and proprietary methodologies.

## 3. OBLIGATIONS OF PRIVACY & DATA SECURITY

Both parties agree to:

**Restrict Use:** Use the Confidential Information solely for the purpose of evaluating or maintaining the business relationship.

**Standard of Care:** Protect the other party's information with at least the same degree of care used for their own sensitive data, but no less than a reasonable standard of care.

Digital Safeguards: Implement and maintain appropriate technical safeguards, such as encryption and secure storage, to prevent unauthorized access to digital files.

Limited Access: Only share the information with employees or professional advisors who have a "need to know" and are bound by similar confidentiality duties.

#### **4. EXCLUSIONS**

Confidential Information does not include information that:  
Is already in the public domain through no fault of the Recipient.  
Was independently developed by the Recipient without use of the Discloser's data. Is required to be disclosed by law or valid court order.

#### **5. DURATION**

The obligations of confidentiality under this Agreement shall remain in effect for a period of [e.g., 3 or 5] years from the date of initial disclosure.

#### **6. RETURN OR DESTRUCTION OF DATA**

Upon written request or termination of discussions, each party shall immediately return or securely destroy all physical and digital copies of the other party's Confidential Information, including the permanent deletion of digital data from servers and cloud storage.

#### **7. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of [Insert State/Country].

#### **SIGNATURES:**

For Party A:

Signature: \_\_\_\_\_

Name/Title: Ryan Anderson, Owner/Founder

Date: \_\_\_\_\_

For Party B:

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_