

NON-DISCLOSURE AGREEMENT (NDA)

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This Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

1. Logical Software ("Disclosing Party"), a company duly organized and existing under the laws of the State of Nevada, with its principal place of business at 9580 Ponderay Court Las Vegas, NV 89149.

2. _____ ("Receiving Party"), a company/individual duly organized and existing under the laws of _____, with its principal place of business/residence at _____.

Purpose:

The Receiving Party acknowledges that it may receive confidential information from Logical Software in connection with the evaluation, use, or development of Logical Software's proprietary software, "Blackbook" (the "Software").

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any and all non-public, proprietary, or sensitive information disclosed by Logical Software to the Receiving Party, whether in oral, written, electronic, or other form, including but not limited to:

- The Software, including its source code, object code, algorithms, design, architecture, functionality, and any derivative works or modifications thereof.
- Technical specifications, documentation, user manuals, and any related materials.
- Business plans, strategies, financial information, customer lists, pricing models, and marketing materials.
- Any and all notes, summaries, or extracts of the aforementioned information prepared by the Receiving Party.
- Any information marked or identified as confidential or which, by its nature, should reasonably be understood to be confidential.

2. Exclusions from Confidential Information

Confidential Information shall not include information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was rightfully in the Receiving Party's possession prior to disclosure by Logical Software, as evidenced by written records.



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- Is independently developed by the Receiving Party without reference to or use of Logical Software's Confidential Information, as evidenced by written records.
- Is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without breach of any confidentiality obligation.

However, any combination of features, data, or information shall not be deemed to be within the foregoing exclusions merely because individual elements are within the public domain, if the combination itself and its principle of operation are not in the public domain.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely for the purpose of evaluating, using, or developing the Software as expressly permitted by Logical Software in writing.
- Protect the Confidential Information with the highest degree of care, using no less than the same standard of care it uses to protect its own most sensitive confidential information, but in no event less than a reasonable standard of care.
- Not disclose, publish, or otherwise make available the Confidential Information to any third party without the prior written consent of Logical Software.
- Limit access to the Confidential Information to its employees, contractors, or agents who (a) have a need to know, (b) are bound by written confidentiality obligations at least as restrictive as those in this Agreement, and (c) are informed of the confidential nature of the Confidential Information.
- Immediately notify Logical Software of any suspected or actual unauthorized use, disclosure, or breach of confidentiality and take all necessary steps to mitigate any damage or potential damage.
- Not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas, algorithms, structure, or organization of any disclosed Software or Confidential Information, except as expressly permitted by applicable law notwithstanding this restriction.

4. Ownership of Confidential Information

All Confidential Information, including all intellectual property rights therein, shall remain the sole and exclusive property of Logical Software. The Receiving Party acknowledges that it acquires no rights, by license or otherwise, to the Confidential Information except as expressly set forth in this Agreement.



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Nothing in this Agreement shall be construed as an obligation to enter into any further agreement or business relationship, nor as a grant of any license or transfer of ownership in or to the Software or any intellectual property rights of Logical Software.

5. Term and Termination

- This Agreement shall remain in effect for a period of five (5) years from the Effective Date or until terminated by either party upon thirty (30) days' written notice to the other party.
 - Notwithstanding the above, the Receiving Party's obligations of confidentiality under this Agreement shall survive for five (5) years after the termination or expiration of this Agreement or as required by applicable law, whichever is longer.
 - Upon written request by Logical Software or upon termination/expiration of this Agreement, the Receiving Party shall promptly return or destroy (at Logical Software's option) all Confidential Information (including all copies) and certify such return or destruction in writing.
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6. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Logical Software for which monetary damages may be inadequate. Accordingly, Logical Software shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy in addition to any other rights and remedies available at law or in equity.

The Receiving Party shall indemnify and hold harmless Logical Software from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by the Receiving Party or its representatives.

7. No Warranty

The Confidential Information is provided "as is" without any warranty, express or implied, as to its accuracy, completeness, or fitness for a particular purpose. Logical Software makes no representations or warranties regarding the suitability of the Confidential Information for any purpose.

8. Legal Disclosures



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If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall, to the extent permissible by law:

- Promptly notify Logical Software in writing of such requirement;
 - Cooperate with Logical Software to seek an appropriate protective order or other remedy; and
 - Disclose only the portion of the Confidential Information legally required to be disclosed, as advised by its legal counsel.
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9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Clark County, Nevada, and the parties hereby irrevocably consent to the personal jurisdiction of such courts.

10. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations.
- **Amendments:** This Agreement may not be amended except in writing signed by both parties.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the least degree necessary to remedy such invalidity or unenforceability.
- **Waiver:** No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any breach shall be deemed a waiver of any subsequent breach.
- **Assignment:** The Receiving Party may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Logical Software, and any attempt to do so without such consent shall be null and void. Logical Software may assign this Agreement without the Receiving Party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

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- **No Agency:** Nothing contained in this Agreement shall be deemed or construed to create any partnership, joint venture, or agency relationship between the parties.

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

Logical Software

By: Kyle McHenry

Name: Kyle McHenry

Title: Partner

Date: _____

By: _____

Name: _____

Title: _____

Date: _____