



**NON-DISCLOSURE AGREEMENT
FOR
COURSES OFFERED:
ALL INFORMATION IS CONFIDENTIAL
NO INFORMATION IN THESE COURSES SHALL BE
RESALE, REUSE FOR OWN PURPOSE OR USE TO
MAKE MONEY FOR OTHER PURPOSE USING
INFORMATION FROM THESE COURSES.**

This Nondisclosure Agreement “GLORY NATION COURSES” is entered into in 2022 by Glory Nation and between customer, entity formed in the United State of America with both entities together known as Parties and individually known as Party.

BACKGROUND

Disclosing Party is an entity engaged in “Glory Nation” Disclosing Party and Receiving Party intend to enter discussions concerning a possible collaboration relating to the Business. In connection with those discussions, Disclosing Party will need to disclose certain confidential and proprietary information and materials to Receiving Party, including business plans, goals, processes, target audience and other information vital to the success of Disclosing Party’s business and operations. Parties wish to enter into this Agreement to provide for Disclosing Party’s disclosure of that confidential and proprietary information to Receiving Party and to restrict the use and disclosure of that information by Receiving Party.

BUSINESS (SALE) NON-DISCLOSURE AGREEMENT

The information regarding services or products, hereinafter known as the “Glory Nation”, shall be kept confidential as follows: hereinafter known as the “Potential Buyer”, in consideration

of the Business shall keep information that is highly sensitive and confidential and

recognize that the disclosure to others would be incredibly damaging to the Business.

The Potential Buyer agrees not to disclose any information regarding the Business to any other individual or entity who has not also signed and dated this Agreement, except to secure advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. Information shall include the fact that the Business is for sale plus other data, including but not limited to, etc. The term "information" does not include any details which is, or becomes, generally available to the public.

Now in consideration of the mutual promises and covenants in this Agreement, Parties agree as follows:

1. **DEFINITION OF CONFIDENTIAL INFORMATION.** "Confidential Information" means any one of the following:
 - a. information and materials that are identified in writing as "confidential" at the time of disclosure or later identified in writing as "confidential,"
 - b. Information and materials that are orally identified as "confidential" at the time of disclosure or later identified as "confidential" in any format or manner, and
 - c. any other information and material (written or oral) related to the Business which would reasonably be expected to be regarded as confidential and proprietary information of Disclosing Party. The term "Confidential Information" also includes any information or materials prepared by Receiving Party that contain or are based upon Confidential Information, in whole or in part, that is disclosed by Disclosing Party, including but not limited to analyses, evaluations, recommendations, reports, chronologies, outlines, or summaries of that information.
2. **EXTENT OF USE.** Confidential Information must be used by Receiving Party only in connection with analysis of the Business, discussions concerning a proposed collaboration with Disclosing Party, or as otherwise agreed to in writing by Disclosing Party. Receiving Party must not use Confidential Information at any time, in any fashion, form or manner, for any other purpose.
3. **TREATMENT OF CONFIDENTIAL INFORMATION.** Receiving Party will protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own proprietary and confidential information and no less, but in no event shall Receiving Party exercise less than a reasonable standard of care. Receiving Party will take and will cause its employees, agents, and necessary contractors to take all steps required to avoid an inadvertent disclosure of Confidential Information.
4. **ACCESS TO CONFIDENTIAL INFORMATION.** Access to the Confidential Information must be restricted to employees, agents, and necessary contractors of Receiving Party

engaged in the analysis and discussions concerning a possible collaboration with Disclosing Party as stated in the Background statement.

- a. Receiving Party shall furnish access to the Confidential Information to its employees, agents, and necessary contractors solely on a need-to-know basis.
 - b. Receiving Party shall not disclose any Confidential Information to any person without first providing to Disclosing Party a list of the names, titles, responsibilities, and basis for disclosure of all persons to whom Receiving Party intends to disclose Confidential Information and obtaining Disclosing Party's prior written consent to the disclosure of Confidential Information to those persons.
 - c. Disclosing Party reserves the right to require each person who will be given access to Confidential Information by Receiving Party to sign a written statement, in favor of Disclosing Party, that provides for the same level of protection of the Confidential Information by those persons that is required by Receiving Party under this Agreement. Receiving Party shall comply with this obligation with respect to any party Receiving Party shares the Confidential Information with or causes to receive the Confidential Information.
5. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** Confidential Information disclosed by Disclosing Party to Receiving Party shall always remain the sole and exclusive property of Disclosing Party.
6. **REPRODUCTIONS.** Confidential Information shall not be copied or reproduced by Receiving Party without Disclosing Party's prior written approval.
7. **RETURN OF CONFIDENTIAL INFORMATION.** All Confidential Information made available under this Agreement, including copies of Confidential Information, shall be promptly returned to Disclosing Party upon the request of Disclosing Party, without delay.
8. **DESTRUCTION OF CONFIDENTIAL INFORMATION.** If Disclosing Party requests the destruction of Confidential Information and any materials prepared by Receiving Party which include any Confidential Information or are developed on the basis of the Confidential Information, including summaries, reports, evaluations, outlines, and other materials, the Receiving Party shall immediately destroy the Confidential Information and the materials and shall provide a written statement certifying the destruction to Disclosing Party.
9. **TREATMENT OF PUBLIC INFORMATION.** Nothing in this Agreement will prohibit or limit Receiving Party's use of information
- a. If the information was previously known to Receiving Party,
 - b. If the information was acquired by Receiving Party from a third party which was

not under an obligation to Disclosing Party not to disclose such information, or

- c. If the information is or becomes publicly available through no breach of this Agreement by Receiving Party or any person or entity connected with or having a relationship with Receiving Party.
10. **BOUND PARTIES.** This Agreement is and shall be binding upon Parties and their respective employees, agents, affiliates, organizations, successors, partners, owners, representatives, contractors, and assigns.
11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas and includes any claim or controversy arising out of this Agreement, whether by tort, by negligence, or by any other act or omission.
12. **REMEDIES.** Parties agree that serious injury could result to Disclosing Party, the Business, and Disclosing Party's other relationships if Receiving Party breaches its obligations under this Agreement. Consequently, Disclosing Party shall be entitled to a restraining order, injunction, other equitable relief and any other remedies and damages that would be available at law or equity, if Receiving Party breaches its obligations.
13. **JUDICIAL ORDERS.** If Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Receiving Party shall immediately notify Disclosing Party without delay. Unless the demand for the Confidential Information is quashed, Receiving Party will be entitled to comply with the demand to the extent required by law. However, Receiving Party shall provide Disclosing Party an opportunity to invalidate the subpoena or other validly issued administrative or judicial process through all available legal options prior to meeting the demand, so long as this opportunity does not place Receiving Party in legal jeopardy. If requested by Disclosing Party, Receiving Party shall cooperate, at the expense of Disclosing Party, in defending against the demand for the Confidential Information.
14. **PUBLICITY.** Receiving Party may not use the name of Disclosing Party in connection with any advertising or publicity materials or activities without the prior written consent of Disclosing Party, regardless of whether the disclosure relates to the prospective collaboration.
15. **NO WAIVER.** No failure or delay of Disclosing Party to exercise any rights or remedies under this Agreement shall operate as a waiver.
16. **RELATIONSHIP OF PARTIES.** This Agreement does not create the relationship of principal and agent, joint venture, partnership or other business arrangement between Parties. Any business collaboration between Parties shall be in a subsequent writing executed at that time.
17. **NO OBLIGATION.** Nothing in this Agreement shall obligate Parties to enter into any

other agreement or grant any right or license directly or by implication, estoppel or otherwise between them.

18. DURATION. This Agreement will remain in full force and effect as follows:

- a. For any information or materials which are trade secrets within the meaning of applicable law, for as long as the information and materials remain as a trade secret, or
- b. For all other Confidential Information, for _____ (*enter number*) years following termination of any communications, written, oral, or otherwise, that include the Confidential Information and materials derived from the Confidential Information.

19. ENTIRE AGREEMENT AND AMENDMENT. This Agreement sets for the entire agreement between the Parties and may not be amended or modified except by a writing signed by all Parties.

IN WITNESS WHEREOF, Parties execute this Agreement.

DISCLOSING PARTY PRINTED NAME:

Christy Sanderson (Glory Nation) CEO

DISCLOSING PARTY SIGNATURE:

Christy Sanderson

DATE:

9/24/2022

RECEIVING PARTY PRINTED NAME:

RECEIVING PARTY SIGNATURE:

DATE: