NONDISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement (the "Agreement") is entered into as of the date of the last signature below.

Receiving Party:

ClickAlgo Limited
Kemp House 160 City Road, London EC1V 2NX.

Disclosing Party:

Name:
Address:

Confidential Information

"Confidential Information" refers to all non-public, proprietary information provided by the Disclosing Party, whether oral, written, electronic, or in any other tangible or intangible form, clearly identified as confidential or reasonably understood to be confidential due to its nature and circumstances of disclosure.

Exclusions from Confidential Information

Confidential Information does not include information which:

- It is or becomes publicly known through no breach of this Agreement by Receiving Party.
- It is lawfully known or independently developed by Receiving Party prior to disclosure.
- It is obtained from a third party who is legally authorized to disclose such information.
- It is disclosed with prior written consent from Disclosing Party.

Obligations of Receiving Party

Receiving Party agrees to:

- Hold Confidential Information in strict confidence solely for the benefit of the Disclosing Party.
- Limit access to Confidential Information to employees, contractors, and third parties who require access for legitimate purposes and who have signed confidentiality agreements with obligations at least as restrictive as this Agreement.
- Not disclose, copy, publish, or use Confidential Information for its own benefit or allow its use for the benefit of third parties, unless expressly authorized by Disclosing Party in writing.
- Immediately return or securely destroy all Confidential Information within 10 business days of the Disclosing Party's written request.

Intellectual Property and Usage Restriction

All code, logic, strategies, and information shared by the Disclosing Party, including any derivatives thereof, shall remain the exclusive intellectual property of the Disclosing Party. The Receiving Party shall not use, copy, adapt, reverse engineering, or integrate any part of such materials into their own products or those of third parties.

No Rights Granted

Nothing in this Agreement shall be construed as granting the Receiving Party any license or ownership rights to the Confidential Information.

Term and Survival

This Agreement shall commence on the Effective Date and remain in effect until terminated by written agreement of both parties. Obligations regarding confidentiality shall survive indefinitely beyond termination of this Agreement, unless Disclosing Party provides written notice releasing Receiving Party from such obligations.

Liability and Remedies

The Receiving Party's liability for breach of this Agreement shall not exceed the total fees paid under the relevant engagement. In no event shall the Receiving Party be liable for any indirect, incidental, special, or consequential damages. Both parties acknowledge that any unauthorized disclosure of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies in addition to any legal remedies available.

Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the United Kingdom. The Parties shall attempt to amicably resolve disputes through negotiation. If a dispute remains unresolved for 90 days, it shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

Independent Parties

This Agreement does not constitute or imply any partnership, joint venture, agency, or employment relationship between the Parties.

Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court, the remaining provisions shall remain effective and enforceable, reflecting the original intent of the Parties.

Integration and Amendment

This Agreement represents the entire understanding between the Parties regarding confidentiality and supersedes all prior communications or agreements. Amendments or waivers must be in writing and signed by authorized representatives of both Parties.

Signatures

Please sign this document electronically & complete your name and address on page 1.

The Parties agree that electronic signatures shall be deemed valid and binding as originals.

Receiving Party:

Signature: _____

Printed Name: Paul Hayes
Title: Business Owner, ClickAlgo.com

Date: _____

Disclosing Party:

Signature: _____

Printed Name: _____
Title: _____

Date: _____