

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on [Date], by and between:

GSBN LLC an entity organized and existing under the laws of Nevada with its principal place of business located at 4894 W. Lone Mountain Road #139 Las Vegas, Nevada 89130 ("Disclosing Party"), and

[Recipient's Company Name], a [Legal Entity Type] organized and existing under the laws of [Recipient's Country/State], with its principal place of business located at [Recipient's Address] ("Receiving Party").

1. Purpose

The parties wish to explore a potential business relationship (the "Purpose"). In connection with this Purpose, the Disclosing Party may disclose certain confidential information to the Receiving Party.

2. Confidential Information

"Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, including without limitation any technical data, trade secrets, know-how, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

3. Obligations

The Receiving Party agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Receiving Party has obtained, except as authorized by the Disclosing Party. The Receiving Party shall protect the confidentiality of the Confidential Information with the same degree of care as it uses to protect its own confidential information of a similar nature, but with no less than reasonable care.

4. Exceptions

The obligations of confidentiality shall not apply to any information which:

- a. Is or becomes publicly known through no wrongful act of the Receiving Party;
- b. Is rightfully received by the Receiving Party from a third party without a duty of confidentiality;
- c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- d. Is disclosed with the prior written consent of the Disclosing Party.

5. Prohibition on GSBN Related Product Information

The Receiving Party agrees that it shall not share any information related to GSBN products, including but not limited to any worksheets, documents, or proprietary materials, either on its own behalf or on behalf of any third party, nor shall it sell or distribute such information to any third parties without the prior written consent of the Disclosing Party.



6. Penalty Clause

In the event of a breach of this Agreement by the Receiving Party, the Receiving Party agrees to pay the Disclosing Party a penalty payment of twenty thousand US dollars (\$20,000) as liquidated damages, in addition to any other remedies available to the Disclosing Party.

7. Term and Termination

This Agreement shall remain in effect for [Insert Term], unless terminated earlier by mutual agreement of the parties or as provided below.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Your Jurisdiction], without regard to conflicts of law principles.

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

GSBN LLC
Ву:
[Your Name], [Your Title]
[Recipient's Company Name]
Ву:
[Recipient's Name], [Recipient's Title]