Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Date]_____ ("Effective Date"), by and between Wonderloaf, a rocking band organized and existing under the laws of New Jersey, having its principal place of business at random but tasty venues on Fri, Sat & Sun ("Disclosing Party"), and [Recipient's Name]_____, an individual residing at [Address]_____ ("Recipient").

1. Purpose

The purpose of this Agreement is to protect the confidential and proprietary information ("Confidential Information") disclosed by the Disclosing Party to the Recipient.

2. Definition of Confidential Information

Confidential Information shall include, but is not limited to, any information disclosed by the Disclosing Party that is not generally known to the public, including but not limited to:

- Trade secrets
- Business plans
- Financial information
- Technical data
- Designs and specifications
- Customer lists
- Marketing strategies
- Intellectual property
- Recipes, formulas, or processes
- Software code
- Research and development plans
- Supplier or vendor information
- Personnel information

3. Obligations of Recipient

Recipient agrees to:

a. Keep all Confidential Information confidential and not to disclose or use such information for any purpose other than as necessary to fulfill the purpose of this Agreement.

b. Exercise at least the same degree of care in protecting the Confidential Information as Recipient would use to protect its own confidential information of a similar nature, but no less than a reasonable degree of care.

c. Limit access to the Confidential Information to only those employees or agents with a legitimate need to know, and ensure that such individuals are bound by confidentiality obligations at least as protective as those contained herein.

d. Not make any copies, reproductions, or excerpts of the Confidential Information, except as necessary to fulfill the purpose of this Agreement, and ensure that any such copies are subject to the same confidentiality obligations as the original Confidential Information.

e. Not reverse engineer, decompile, or disassemble any software or other technology provided as Confidential Information.

4. Exclusions from Confidential Information

Recipient's obligations under this Agreement shall not apply to information that:

a. Is or becomes publicly available through no fault of the Recipient.

b. Is rightfully known to the Recipient prior to disclosure by the Disclosing Party.

c. Is independently developed by the Recipient without the use of the Disclosing Party's Confidential Information.

d. Is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation.

5. Return of Confidential Information

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Recipient shall promptly return or destroy all Confidential Information and any copies thereof, and provide written certification of such return or destruction.

6. Term and Termination

This Agreement shall remain in effect for a period of [X] years from the Effective Date, unless terminated earlier by mutual agreement of the parties or as provided herein.

7. Remedies

Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable relief in addition to any other remedies available at law or in equity.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction. Any dispute arising under or in connection with this Agreement shall be resolved exclusively by the courts of [Jurisdiction].

9. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, relating to such subject matter.

10. Modification and Waiver

No modification of this Agreement shall be effective unless in writing and signed by both parties. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision hereof.

11. Survival

The obligations of confidentiality and non-use set forth in this Agreement shall survive the termination of this Agreement for any reason.

12. Assignment

Recipient may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Disclosing Party.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.

14. No Agency

Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. OVERALL SUMMARY

The underlying theme of this cheeky document is that Wonderloaf considers its playlist a competitive advantage from which we can schizophrenically bounce to the corners of rock, pop & country history to excite a room. It takes years to build a repertoire of many 100s of tunes/styles, and we passionately showcase this at every gig. We feel the room's vibe, its pulse, its yearns, add our direction, and often we volley some choices for feedback! Of course, there occasionally is a need to partner on set content and we eagerly work to accommodate and thrill our hosts, but otherwise it's "need to know" info that you can get by coming to our next gig, or see a few hints from our webpage background.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

The Wonderloaf Show (LLC, INC, ©2024, PatPend)

By: Advocatus Marcus Aurelius
Title: Management Principal, Wonderloaf

[Recipient's Name] _____

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____

[Additional signature lines and space for witnesses' signatures]

In Witness Hereof:

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____

In Witness Hereof:

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____

In Witness Hereof:

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____

In Witness Hereof:

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____

In Witness Hereof:

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____

In Witness Hereof:

By: [Recipient's Name] _____
Title: [Recipient's Title] _____

Date: [Date] _____