

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Mutual Non-Disclosure Agreement ("Agreement") is entered into on the date it is signed by both Parties.

Parties

Party 1

Be Good Consultancy
Siem Reap, Cambodia
("Consultant")

and

Party 2

Name: _____

Business (if applicable): _____

Address: _____

Email: _____

("Client")

Together referred to as "the Parties."

1. Purpose

The Parties wish to discuss, evaluate or pursue potential business opportunities, commercial relationships, projects, products, services, investments, partnerships, strategies, operations, technologies, intellectual property and other business matters.

In doing so, either Party may disclose confidential information to the other.

This Agreement allows the Parties to communicate openly while protecting information that is not intended to become public.

Nothing in this Agreement requires either Party to disclose any particular information. Each Party may decide what information it is willing to provide and may stop disclosure at any time.

2. confidential information

"confidential information" includes, but is not limited to:

Business plans

Business models

Products and services

Ideas and concepts

Strategies and recommendations

Software and applications

Source code

Technical information

Systems and architecture

Artificial intelligence systems and workflows

Prompts, instructions and AI configurations

Automation systems and workflows

Algorithms and methodologies

Intellectual property

Research and development

Research findings and data

Marketing and sales strategies

Financial information

Customer, prospect and supplier information

Employee and contractor information

Personal data

CRM data

Analytics and performance data

Pricing and commercial terms

Contracts

Documents and files

Presentations

Prototypes

Processes and procedures

Passwords and authentication credentials

API keys

Database access

Account and system access

Security information

Trade secrets

Any information identified as confidential

Any information that a reasonable person would understand to be confidential given its nature or the circumstances in which it was disclosed

confidential information may be disclosed verbally, electronically, visually, physically or in writing.

confidential information also includes notes, summaries, analyses, reports, AI outputs and other materials created from or containing confidential information.

Where not already public, the existence of confidential discussions, negotiations, proposed projects, commercial terms and potential transactions between the Parties may also constitute confidential information.

3. Information Disclosed Before Signing

confidential information disclosed during preliminary meetings, discovery discussions, emails, calls or other communications before this Agreement is signed will also be protected where it was reasonably understood to be confidential.

This protection applies to information disclosed during the ninety (90) days immediately before the effective date of this Agreement.

4. Obligations

Each Party agrees to:

Keep confidential information confidential.

Use confidential information only for evaluating, developing or pursuing the relationship or project between the Parties.

Not disclose confidential information to unauthorised third parties.

Take reasonable measures to protect confidential information from unauthorised access, use, loss or disclosure.

Limit access to people and service providers who reasonably require the information for the permitted purpose.

Not disclose confidential information more widely than reasonably necessary.

Not use confidential information for an unrelated commercial purpose or for the benefit of another party.

Promptly notify the other Party if it becomes aware of a material unauthorised disclosure, loss or access involving confidential information.

5. Employees, Contractors and Professional Advisers

A Party may disclose confidential information to its employees, contractors, consultants, professional advisers and authorised service providers where access is reasonably necessary for the permitted purpose.

The receiving Party remains responsible for taking reasonable steps to ensure those persons protect the confidential information appropriately.

6. Artificial Intelligence and Data Protection

The Parties acknowledge that artificial intelligence may be used as part of research, analysis, development, automation and service delivery.

Where confidential information is processed using an AI provider, reasonable steps should be taken to minimise unnecessary disclosure and use appropriate business, enterprise, private or restricted processing environments where commercially appropriate.

Neither Party will knowingly submit the other Party's highly confidential information, passwords, authentication credentials, private financial information, unpublished intellectual property or similarly sensitive information into publicly accessible artificial intelligence systems unless reasonably necessary and appropriate safeguards are in place.

Neither Party will knowingly submit the other Party's confidential information for the purpose of training publicly available AI models without prior written consent.

A Party may notify the other Party in writing that specified information must not be processed using third-party AI systems. Where such restrictions materially affect the scope, cost or delivery of Services, this should be discussed before proceeding.

7. AI Does Not Remove Confidentiality

The use of artificial intelligence, automation, cloud software or other technology does not change the confidential status of information.

confidential information remains protected under this Agreement regardless of the technology used to process, analyse, summarise, transmit or store it.

8. Third-Party Technology Providers

The use of reputable hosting, cloud storage, email, analytics, project management, communications, cybersecurity, artificial intelligence and other technology providers will not by itself constitute a breach of this Agreement where their use is reasonably necessary for the permitted purpose.

The receiving Party remains responsible for taking reasonable measures when selecting and using such providers.

9. Personal Data

confidential information may include personal information relating to customers, employees, contractors, suppliers, prospects or other individuals.

Each Party agrees to handle such information responsibly and in accordance with applicable legal obligations.

Nothing in this Agreement authorises either Party to use personal information for purposes unrelated to the relationship between the Parties.

10. Accidental Disclosure and Security Incidents

If either Party becomes aware of an accidental or unauthorised disclosure, loss or access involving confidential information, it must:

Notify the other Party without unreasonable delay.

Take reasonable action to contain the incident.

Take reasonable steps to reduce resulting risk.

Take reasonable steps to prevent a recurrence.

Nothing in this clause removes responsibility for negligence, deliberate misuse or reckless handling of confidential information.

11. Exclusions

confidential information does not include information that:

Is publicly available through no breach of this Agreement.

Was lawfully known to the receiving Party before disclosure.

Is independently developed without reference to confidential information.

Is lawfully obtained from another source without confidentiality obligations.

Is released from confidentiality through written permission from the disclosing Party.

Must be disclosed by law, regulation, court order or lawful government requirement.

Where legally permitted, a Party required to disclose confidential information should provide reasonable notice to the other Party before making the disclosure.

12. Publicly Observable Information

Information will not become confidential information merely because it relates to the disclosing Party where that information can reasonably be obtained through public websites, advertising, published materials, public databases, public records or ordinary market research.

Analysis created using both public information and confidential information remains protected to the extent that it reveals confidential information.

13. Ownership

All confidential information and intellectual property remain the property of the Party that disclosed them.

Nothing in this Agreement transfers ownership, grants a licence or creates intellectual property rights except for the limited right to use confidential information for the permitted purpose.

Disclosure of an idea, strategy, technology, business model or other confidential information does not transfer ownership of that information.

14. Existing Knowledge and General Skills

Nothing in this Agreement prevents either Party from using general knowledge, skills, experience, ideas, techniques or know-how retained through ordinary professional experience, provided that doing so does not disclose or reproduce the other Party's confidential information.

This Agreement does not give either Party ownership over general business ideas, common industry practices or information developed independently.

15. Independent Development and Similar Ideas

Nothing in this Agreement prevents either Party from independently developing or using ideas, products, services, processes or technologies developed without use of the other Party's confidential information.

The fact that independently developed work is similar to something discussed between the Parties does not by itself establish a breach of this Agreement.

16. Similar or Competing Work

Nothing in this Agreement prevents Be Good Consultancy or the Client from working with other businesses, including businesses operating in the same or similar industries.

Neither Party may use the other Party's confidential information when undertaking such work.

The existence of a commercial relationship does not create exclusivity unless exclusivity is separately agreed in writing.

17. Ownership of Project Work

This Agreement governs confidentiality and does not determine ownership of work specifically created as part of a paid project.

Ownership, licensing and usage rights relating to project deliverables will be governed by the applicable client agreement, proposal, statement of work or Terms of Service.

18. No Reverse Engineering or Replication

Neither Party may use confidential information to unlawfully reverse engineer, reproduce or replicate proprietary software, systems, technology, processes, methodologies or other protected intellectual property belonging to the other Party.

This does not prevent legitimate independent development without use of the other Party's confidential information.

19. Authority to Disclose

Each Party confirms, to the best of its knowledge, that it has the authority to disclose the confidential information it provides.

Neither Party should knowingly provide information belonging to another person or organisation where disclosure would breach an existing confidentiality obligation.

20. Meetings and Recordings

Meetings, calls and presentations involving confidential information may themselves be confidential.

Neither Party should secretly record confidential meetings, calls or presentations where doing so would breach applicable law.

Where meetings are recorded for legitimate business purposes, participants should be informed where reasonably required.

Recordings containing confidential information remain subject to this Agreement.

21. Publicity

Neither Party may publicly announce a confidential relationship or proposed project, use the other Party's name, logo or trademarks, or publicly describe confidential work between the Parties without appropriate permission.

This restriction does not apply to information or relationships already lawfully made public.

22. No Partnership or Commitment

This Agreement does not create a partnership, joint venture, employment relationship, agency relationship or other formal business relationship.

Neither Party is required to enter into any future agreement, project, investment, transaction or commercial relationship.

Either Party may end discussions at any time.

23. No Guarantee or Representation

Disclosure of confidential information does not constitute a guarantee regarding its accuracy, completeness, commercial value or future performance unless specifically agreed otherwise in writing.

Each Party remains responsible for conducting its own evaluation and due diligence before making commercial decisions.

24. Term

This Agreement takes effect on the date of the final signature.

Confidentiality obligations continue for five (5) years after each disclosure unless otherwise agreed in writing.

Information qualifying as a trade secret will remain protected for as long as it continues to qualify as a trade secret under applicable law.

Termination of discussions or a commercial relationship does not terminate confidentiality obligations that have already arisen.

25. Return or Deletion

Upon reasonable written request, each Party will return or permanently delete confidential information belonging to the other Party where reasonably practicable.

A Party may retain information where required by law, accounting requirements, legitimate legal record keeping, automated backup systems or the establishment, exercise or defence of legal claims.

Information contained in routine system backups does not need to be individually deleted where deletion is not reasonably practicable, provided the information remains protected under this Agreement and is not intentionally restored or used except for legitimate technical or legal purposes.

Any retained confidential information remains subject to this Agreement.

26. International Processing

The Parties acknowledge that business information may be stored, transmitted or processed using technology infrastructure located outside Cambodia.

The confidentiality obligations in this Agreement continue to apply regardless of where confidential information is accessed, stored or processed.

27. Remedies

The Parties acknowledge that unauthorised disclosure or misuse of confidential information may cause significant harm that may not always be adequately compensated by financial damages alone.

Nothing in this Agreement prevents either Party from seeking any remedy available under applicable law.

28. Governing Law

This Agreement is governed by the laws of the Kingdom of Cambodia unless the Parties agree otherwise in writing.

The Parties should first attempt in good faith to resolve any dispute through direct discussion.

29. Electronic Signatures and Copies

This Agreement may be signed physically or electronically and in separate counterparts.

Electronic signatures, scanned signatures and electronic copies may be relied upon as evidence of agreement to the extent permitted by applicable law.

Each Party should retain a copy of the signed Agreement for its records.

30. Conflicts With Other Agreements

If the Parties enter into a project agreement, consultancy agreement, statement of work or other written contract containing confidentiality provisions, those provisions will operate alongside this Agreement.

Where there is a direct conflict, the provision providing greater protection to confidential information will apply unless the later agreement expressly states otherwise.

31. Changes

Any amendment to this Agreement must be agreed in writing by both Parties.

32. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

33. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the protection of confidential information and supersedes previous discussions or understandings specifically relating to confidentiality.

Separate contracts, statements of work, Terms of Service, Privacy Policies or other written agreements between the Parties may impose additional obligations.

Signatures

Be Good Consultancy

Authorised Representative: Wesley Yates, Renee Ngo, Savody Hora, Nat Kimsreng

Email: hi@begoodconsultancy.com

Signature: 

Date: _____

Other Party

Name: _____

Business: _____

Email: _____

Signature: _____

Date: _____