



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is entered into by and between:

- 1) **Smet & Sanders Consulting LLC**, a limited liability company organized under the laws of the State of Florida, with its principal office at 7901 4th St N Ste 300 St Petersburg, FL. United States 33702, and Employer Identification Number (EIN) 61-2272817 (“**Company**”), and
- 2) [**Recipient Name**], an individual or entity with a principal address at [Recipient Address] (“**Recipient**”).

The Company and the Recipient are collectively referred to as the “**Parties**” and individually as a “**Party**.” This Agreement is effective as of [Insert Date, e.g., October 24, 2025] (“**Effective Date**”).

WHEREAS, the Company provides online coaching and consulting services, including educational coaching, tutoring, structural calculations, technical support, project management, and construction tutoring, and may disclose confidential information to the Recipient in connection with these services;

WHEREAS, the Recipient desires to receive such confidential information for the purpose of engaging or evaluating the Company’s services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information

1.1 Confidential Information

“**Confidential Information**” includes all non-public information, whether oral, written, electronic, or in any other form, disclosed by the Company to the Recipient, including but not limited to:

- 1.1.1 Business plans, strategies, methodologies, and processes related to the Company’s services.
- 1.1.2 Educational materials, coaching techniques, and tutoring content developed by the Company.
- 1.1.3 Technical data, structural calculation methodologies, project management plans, or construction tutoring materials.
- 1.1.4 Client lists, pricing information, and contract terms.
- 1.1.5 Any other information designated by the Company as confidential or that the Recipient should reasonably understand to be confidential.

1.2 Exclusions

Confidential Information does not include information that:

- 1.2.1 Is or becomes publicly available through no fault of the Recipient.
- 1.2.2 Was rightfully known by the Recipient prior to disclosure by the Company.



1.2.3 Is independently developed by the Recipient without use of or reference to the Company's Confidential Information.

1.2.4 Is lawfully obtained from a third party without restriction on disclosure.

2. Obligations of the Recipient

2.1 Non-Disclosure

2.1.1 The Recipient shall not disclose, publish, or otherwise reveal Confidential Information to any person or entity except as expressly permitted by this Agreement or with the Company's prior written consent.

2.1.2 The Recipient shall use Confidential Information solely for the purpose of engaging or evaluating the Company's services ("**Purpose**").

2.2 Protection of Confidential Information

2.2.1 The Recipient shall take reasonable measures to protect the confidentiality of the Confidential Information, including at least the same degree of care used to protect its own confidential information of a similar nature, but no less than a reasonable standard of care.

2.2.2 The Recipient shall promptly notify the Company of any unauthorized use or disclosure of Confidential Information and assist in mitigating any resulting harm.

2.3 Permitted Disclosures

The Recipient may disclose Confidential Information:

2.3.1 To its employees, contractors, or agents who have a need to know for the Purpose and are bound by confidentiality obligations at least as restrictive as those in this Agreement.

2.3.2 If required by law, regulation, or legal process (e.g., court order, subpoena), provided the Recipient gives the Company prompt written notice (where legally permitted) to allow the Company to seek a protective order or other remedy.

3. Scope of Services and Limitations

3.1 Services Context

The Confidential Information may be disclosed in connection with the Company's provision of online services, including:

3.1.1 Educational coaching and tutoring for children and students, including support for learning disabilities, delivered via platforms such as Microsoft Teams, Google Meet, Zoom, or WhatsApp.

3.1.2 Consulting services, including structural calculations, technical support, project management, and construction tutoring, delivered online.



3.2 Structural Calculations Disclaimer

The Recipient acknowledges that any structural calculations provided by the Company are for informational purposes only. The Company and its representatives are not licensed structural engineers, and the Recipient assumes all risks associated with the use of or reliance on such calculations. The Company shall not be liable for any damages arising from such use.

4. Ownership and Return of Confidential Information

4.1 Ownership

All Confidential Information remains the sole property of the Company, and no license or other rights to the Confidential Information are granted to the Recipient except as necessary for the Purpose.

4.2 Return or Destruction

4.2.1 Upon termination of this Agreement or at the Company's request, the Recipient shall promptly return or destroy all copies of Confidential Information, including electronic copies, and certify in writing (if requested) that such return or destruction has been completed.

4.2.2 The Recipient may retain copies of Confidential Information as required by law or for archival purposes, provided such copies remain subject to this Agreement's confidentiality obligations.

5. Term and Termination

5.1 Term

This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

5.2 Termination

5.2.1 Either Party may terminate this Agreement with 30 days' written notice to the other Party.

5.2.2 The Company may terminate this Agreement immediately if the Recipient breaches any provision of this Agreement.

5.3 Survival

The Recipient's obligations regarding Confidential Information shall survive termination of this Agreement for a period of 3 years, except for trade secrets, which shall remain protected for as long as they qualify as trade secrets under applicable law.

6. Remedies

6.1 Injunctive Relief

The Recipient acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Company, and the Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, without the need to post a bond.



6.2 Damages

The Recipient shall be liable for any damages incurred by the Company as a result of the Recipient's breach of this Agreement.

7. Governing Law and Dispute Resolution

7.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law principles.

7.2 Dispute Resolution

7.2.1 Any disputes arising under this Agreement shall first be addressed through good-faith negotiations between the Parties.

7.2.2 If unresolved within 30 days, disputes shall be submitted to binding arbitration in Miami, Florida, under the rules of the American Arbitration Association.

7.2.3 Each Party shall bear its own costs, and the arbitrator's fees shall be split equally unless otherwise determined.

8. Miscellaneous

8.1 Entire Agreement

This Agreement, together with any related Client Services Agreement or other written agreements between the Parties, constitutes the entire agreement regarding the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.

8.2 Amendments

This Agreement may only be amended in writing signed by both Parties.

8.3 Assignment

The Recipient may not assign this Agreement or any obligations hereunder without the Company's prior written consent. The Company may assign this Agreement to an affiliate or successor without the Recipient's consent.

8.4 No Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

8.5 Severability

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



8.6 Notices

All notices under this Agreement shall be in writing and delivered via email to daniellasanders1975@gmail.com or jeffrey@smetconstructionconsulting.com for the Company and [Insert Recipient Email] for the Recipient, or to such other address as provided by either Party.

8.7 No Agency

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

8.8 International Considerations

The Recipient acknowledges that the Company operates internationally, and the Recipient shall comply with all applicable local laws regarding the handling of Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the Effective Date.

Smet & Sanders Consulting LLC

By: _____
Name: [Jeffrey Smet or Daniella Sanders]
Title: Manager
Date: _____

Recipient

By: _____
Name: [Recipient Name]
Title: [If applicable]
Date: _____