
NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) by and between Ephesians Defense Group, a security and risk-management organization (“EDG”), and the undersigned individual or entity (“Recipient”).

1. Purpose

EDG may disclose certain confidential, proprietary, or sensitive information to the Recipient for the purpose of evaluating, discussing, or engaging EDG services. This Agreement governs the protection of that information.

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to, any non-public information disclosed by EDG, whether oral, written, electronic, visual, or observed, including:

- Security operations, protective methodologies, tactics, techniques, and procedures
- Risk assessments, threat analyses, and vulnerability findings
- Investigative methods, intelligence, surveillance practices, and reports
- Client identities, travel details, schedules, locations, and personal data
- Pricing, contracts, proposals, and business strategies
- Communications, training materials, and operational planning

Confidential Information also includes any derivatives or summaries created from EDG materials.

3. Obligations of Recipient

The Recipient agrees to:

- Hold all Confidential Information in strict confidence
- Not disclose Confidential Information to any third party without prior written consent from EDG
- Use Confidential Information solely for the purpose stated in this Agreement
- Take all reasonable measures to protect Confidential Information from unauthorized disclosure

4. Exclusions

Confidential Information does not include information that the Recipient can demonstrate:

- Is publicly available through no breach of this Agreement
- Was lawfully obtained from a third party without restriction
- Was independently developed without reference to EDG Confidential Information

5. Term

This Agreement shall remain in effect for five (5) years from the Effective Date.

Notwithstanding the above, any Confidential Information relating to security operations, protective measures, investigative methodologies, or client safety shall remain confidential indefinitely.

6. Legal Remedies

The Recipient acknowledges that unauthorized disclosure may cause irreparable harm to EDG and its clients. EDG shall be entitled to injunctive relief, equitable relief, and all other remedies available at law or in equity, without the requirement to post bond.

7. No License or Ownership

Nothing in this Agreement grants the Recipient any license, ownership, or other rights to EDG Confidential Information.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict-of-law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning confidentiality and supersedes all prior or contemporaneous agreements, whether written or oral.

10. Severability

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

SIGNATURES

Ephesians Defense Group

Authorized Representative: _____

Signature: _____

Date: _____

Recipient

Name / Entity: _____

Signature: _____

Date: _____