



NON-DISCLOSURE AGREEMENT

I. THE PARTIES. This Non-Disclosure Agreement, hereinafter known as the "Agreement", created on this [REDACTED] day of [REDACTED], 20[REDACTED].

Between

[REDACTED], (name/company name)

[REDACTED], (address)

[REDACTED], (citizenship for individuals)

[REDACTED] (id number for individuals/company registration number)

hereinafter known as the "Disclosing Party",

and [REDACTED], (name/company name)

[REDACTED], (address)

[REDACTED], (citizenship for individuals)

[REDACTED] (id number for individuals/company registration number)

hereinafter known as the "Receiving Party".

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies and business topics (the "Invention" or "Trade Secret") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

II. TERMS & DEFINITIONS.

- a. **"Invention"** shall mean all information relating to business programs, products, applications, systems, components, technologies and business topics.
- b. **"Confidential Information"** shall mean all information disclosed by one Party to the other Party with respect to the Invention, Trade Secret or any other information transmitted through the DEIP Intellectual Property Platform, whether by their agents, principals, employees or representatives, and whether to the other Party's agent's principals, employees or representatives, including without limitation, all ideas improvements, inventions, methodologies, works and other innovations of any kind, authored, conceived, developed, made or reduced to practice by the disclosing Party, whether or not eligible for copyright, IP, patent, trademark, trade secret or other legal protection (including, without limitation, formulas, processes, databases, mechanical and electronic hardware, electronic components, computers and their parts, computer

programs and their documentation, encoding techniques, marketing plans, product plans, production, processes, projects of advertising materials and packaging, marketing techniques, technical plans, business strategies, strategic alliances and partners, financial information, engineering data, methodologies and processes, forecasts, personnel information, customer lists, production secrets, product design, capabilities, specifications, potential and existing customers, suppliers and all documentation, materials and multimedia information granted by Disclosing Party to the Receiving Party.

Confidential Information shall also include all information related to the Invention or Trade Secret provided by Disclosing Party to Receiving Party prior to the signing of this Agreement regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents.

Confidential Information shall not include any of the following:

1. such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 2. such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 3. such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- c. **“Disclosing Party”** shall mean the party disclosing information to the other relating to the Invention.
- d. **“Receiving Party”** shall mean the party receiving information from the other relating to the Invention.

III. USE OF CONFIDENTIAL INFORMATION.

The Receiving Party agrees to:

- a. receive and maintain the Confidential Information in confidence;
- b. examine the Confidential Information at its own expense;
- c. not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;



- d. not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written consent of Disclosing Party;
- e. limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- f. not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- g. not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- h. utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

IV. RETURN OF CONFIDENTIAL INFORMATION.

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party without retaining any copies within 5 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

V. REMEDIES.

If Receiving Party causes an unauthorized disclosure of the Disclosing Party's Confidential Information, the Receiving Party shall immediately report in writing the disclosure to the other Party and shall assist the other Party in limiting the resulting infringement of its rights. The Receiving Party shall cooperate in prosecuting any claims against third parties for unauthorized use. Receiving Party acknowledges that unauthorized disclosure, use or disposition, whether actual or threatened, of any Confidential Information would cause irreparable harm, losses and significant damage to the Disclosing Party, the scope of which would be difficult to ascertain. Receiving Party agrees, therefore, that the Disclosing Party has the right to obtain an immediate injunction even if otherwise required, against any breach, threatened breach or attempted breach of this Agreement, in addition to any other remedies that may be available at law, including without limitation, the

recovery of expenses, costs and attorney's fees arising out of such breach, threatened breach or attempted breach.

VI. ENFORCEMENT.

The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The company shall be entitled to all remedies available at law.

VII. LIABILITY.

Liability of disclosure of the Confidential Information received by Receiving Party within access to information transmitted under this agreement through the DEIP Intellectual Property Platform is limited with the sum of **5.000.000 (Five Million)** USD. The financial liability for disclosure of the confidential information arises in the case of recognition of the guilt in court procedure.

VIII. NON-ASSIGNABLE.

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

IX. TIME-PERIOD.

This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3rd party unless the information has been made public or written permission has been given by the Disclosing Party.

X. GOVERNING LAW.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of **[REDACTED]**, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

XI. NO LICENSE.

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

XII. BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

XIII. SEVERABILITY.

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

XV. WARRANTIES

Each Party hereby represents and warrants as follows:

The Receiving Party has all right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Disclosing Party and constitutes a legal, valid and binding obligation of the Receiving Party.

The Receiving Party has had a reasonable opportunity to ask questions relating to and otherwise discuss the terms and conditions of the information set forth in this agreement.

XV. COUNTERPARTS.

This agreement is signed electronically by the Parties and its encrypted copy stored on the DEIP Intellectual Property server. Also, each party shall have copies of the contract with a unique number that allows identifying the fact of a signature on the DEIP Intellectual Property Blockchain. The unique identifier of the main chain (Chain ID) of the DEIP Intellectual Property Blockchain: **eea3a3fb1ea4c29d23feae1fc08e061b9b89643e6ebc553b7d65f8c863a8c583**

All evidence of electronic signing and evidence of disclosures between parties is stored in the DEIP Intellectual Property Blockchain.

The signed agreement can be downloaded with keys confirming the signatures of the parties.

**XVI. ENTIRE AGREEMENT.**

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing or electron and signed by them.

XVII. Notices.

All notices required or permitted hereunder shall be sent inside the DEIP Intellectual Property Platform or to the email specified by Parties.

If to the Disclosing Party:

_____(Username),
_____(email)

If to the Receiving Party:

_____(Username),
_____(email)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The Agreement comes into force from the moment of its signing by both parties.

Disclosing Party's Signature _____ **Date** _____

Print Name (and Title for company) _____

Receiving Party's Signature _____ **Date** _____

Print Name (and Title for company) _____