\*\*Learnings from the document\*\*  
  
The document is a vendor agreement between Tea Cozi and a vendor. The following are the necessary clauses for a vendor agreement:  
  
\* \*\*Term and termination:\*\* The term of the agreement and the conditions for termination should be clearly specified.  
\* \*\*Scope of work:\*\* The scope of work to be performed by the vendor should be clearly defined.  
\* \*\*Confidentiality:\*\* The parties should agree to keep each other's confidential information confidential.  
\* \*\*Intellectual property:\*\* The parties should agree on who owns the intellectual property created during the course of the agreement.  
\* \*\*Payment terms:\*\* The payment terms should be clearly specified.  
\* \*\*Governing law:\*\* The governing law for the agreement should be specified.  
\* \*\*Dispute resolution:\*\* The dispute resolution mechanism should be specified.  
  
\*\*Type of agreement\*\*  
  
The document is a vendor agreement.

\*\*Learnings\*\*  
  
\* The document is a vendor agreement between Tea Cozi and Vendor.  
\* The following clauses are necessary for a vendor agreement:  
 \* Scope of work  
 \* Term of agreement  
 \* Payment terms  
 \* Intellectual property rights  
 \* Confidentiality  
 \* Termination  
 \* Governing law  
 \* Dispute resolution  
  
\*\*Type of agreement\*\*  
  
The document is a vendor agreement.

\*\*Learnings\*\*  
  
\* The document is a vendor agreement.  
\* The necessary clauses for a vendor agreement include:  
 \* Scope of work  
 \* Performance guarantees  
 \* Procedure and processes  
 \* Compliance with laws  
 \* Confidentiality  
 \* Termination  
 \* Governing law  
 \* Dispute resolution  
\* The document also includes some specific clauses that are relevant to the particular vendor agreement, such as:  
 \* The vendor must deploy only employees who have gone through criminal background checks  
 \* The vendor must preserve, pack, package, and handle the deliverables so as to protect them from loss or damage  
 \* The vendor must transfer/extend all the warranties and guarantees provided on the product by the manufacturer to the buyer  
  
\*\*Type of agreement\*\*  
  
The document is a vendor agreement. This type of agreement is used when one party (the vendor) agrees to provide goods or services to another party (the buyer) in exchange for payment.  
  
\*\*Necessary clauses\*\*  
  
The necessary clauses for a vendor agreement include:  
  
\* Scope of work: This clause defines the specific goods or services that the vendor will provide to the buyer.  
\* Performance guarantees: This clause specifies the level of performance that the vendor must meet in providing the goods or services.  
\* Procedure and processes: This clause outlines the procedures and processes that the vendor must follow in providing the goods or services.  
\* Compliance with laws: This clause requires the vendor to comply with all applicable laws in providing the goods or services.  
\* Confidentiality: This clause requires the vendor to keep confidential any information that it learns about the buyer in the course of providing the goods or services.  
\* Termination: This clause specifies the circumstances under which the agreement can be terminated by either party.  
\* Governing law: This clause specifies the law that will govern the agreement.  
\* Dispute resolution: This clause specifies the process for resolving disputes that arise under the agreement.  
  
\*\*Specific clauses\*\*  
  
The document also includes some specific clauses that are relevant to the particular vendor agreement, such as:  
  
\* The vendor must deploy only employees who have gone through criminal background checks.  
\* The vendor must preserve, pack, package, and handle the deliverables so as to protect them from loss or damage.  
\* The vendor must transfer/extend all the warranties and guarantees provided on the product by the manufacturer to the buyer.

\*\*Learnings\*\*  
  
\* The document is a vendor agreement.  
\* The necessary clauses for a vendor agreement include:  
 \* Scope of work  
 \* Term of agreement  
 \* Payment terms  
 \* Intellectual property rights  
 \* Confidentiality  
 \* Termination  
 \* Governing law  
 \* Dispute resolution  
  
\*\*Type of agreement\*\*  
  
The document is a vendor agreement between Tea Cozi and a vendor.

\*\*Learnings from the document\*\*  
  
The document is a vendor agreement between Tea Cozi and a vendor. The following are the necessary clauses for a vendor agreement:  
  
\* \*\*Term and termination:\*\* The agreement should specify the term of the agreement and the conditions for termination.  
\* \*\*Confidentiality:\*\* The agreement should include a confidentiality clause to protect the confidential information of both parties.  
\* \*\*Intellectual property:\*\* The agreement should specify who owns the intellectual property created during the term of the agreement.  
\* \*\*Payment terms:\*\* The agreement should specify the payment terms and the process for invoicing and payment.  
\* \*\*Governing law:\*\* The agreement should specify the governing law and jurisdiction for any disputes.  
  
\*\*Type of agreement\*\*  
  
The document is a vendor agreement between Tea Cozi and a vendor.

\*\*Learnings\*\*  
  
From the document, we can learn that the following clauses are necessary for a vendor agreement:  
  
\* \*\*Term and termination:\*\* The term of the agreement and the conditions for termination should be clearly defined.  
\* \*\*Confidentiality:\*\* Both parties should agree to keep confidential any information shared during the course of the agreement.  
\* \*\*Intellectual property:\*\* The ownership of intellectual property created during the course of the agreement should be clearly defined.  
\* \*\*Payment terms:\*\* The payment terms should be clearly defined, including the amount and frequency of payments.  
\* \*\*Governing law:\*\* The governing law for the agreement should be clearly defined.  
  
\*\*Type of agreement\*\*  
  
The document is a vendor agreement between Tea Cozi and a vendor.

\*\*Learnings\*\*  
  
\* \*\*Types of clauses:\*\*  
 \* \*\*Term and termination:\*\* The agreement should specify the term of the agreement and the conditions under which it can be terminated.  
 \* \*\*Confidentiality:\*\* The agreement should include a confidentiality clause that protects the confidential information of both parties.  
 \* \*\*Intellectual property:\*\* The agreement should specify who owns the intellectual property created during the course of the agreement.  
 \* \*\*Payments:\*\* The agreement should specify the payment terms and conditions.  
 \* \*\*Governing law:\*\* The agreement should specify the governing law and jurisdiction for any disputes arising out of the agreement.  
\* \*\*Necessary clauses for a vendor agreement:\*\*  
 \* \*\*Scope of work:\*\* The agreement should clearly define the scope of work that the vendor is responsible for.  
 \* \*\*Timelines:\*\* The agreement should specify the timelines for the completion of the work.  
 \* \*\*Payment terms:\*\* The agreement should specify the payment terms and conditions.  
 \* \*\*Intellectual property:\*\* The agreement should specify who owns the intellectual property created during the course of the agreement.  
 \* \*\*Confidentiality:\*\* The agreement should include a confidentiality clause that protects the confidential information of both parties.  
 \* \*\*Termination:\*\* The agreement should specify the conditions under which the agreement can be terminated.  
 \* \*\*Governing law:\*\* The agreement should specify the governing law and jurisdiction for any disputes arising out of the agreement.  
  
\*\*Example:\*\*  
  
The following is an example of a vendor agreement that includes all of the necessary clauses:  
  
\*\*Vendor Agreement\*\*  
  
This Vendor Agreement (this “Agreement”) is entered into on [DATE] by and between [VENDOR NAME] (“Vendor”) and [CLIENT NAME] (“Client”).  
  
\*\*1. Scope of Work\*\*  
  
Vendor agrees to provide the following services to Client:  
  
\* [LIST OF SERVICES]  
  
\*\*2. Timelines\*\*  
  
Vendor agrees to complete the services listed in Section 1 above within [NUMBER] days of the signing of this Agreement.  
  
\*\*3. Payment Terms\*\*  
  
Client will pay Vendor [AMOUNT] for the services listed in Section 1 above. Payment will be made in [NUMBER] installments, with the first installment due upon signing of this Agreement and the remaining installments due on [DATES].  
  
\*\*4. Intellectual Property\*\*  
  
All intellectual property created by Vendor during the course of this Agreement will be owned by Client.  
  
\*\*5. Confidentiality\*\*  
  
Vendor agrees to keep all confidential information of Client confidential. Confidential information includes any information that is not generally known to the public and that Client has not authorized Vendor to disclose.  
  
\*\*6. Termination\*\*  
  
This Agreement may be terminated by either party upon [NUMBER] days’ written notice to the other party.  
  
\*\*7. Governing Law\*\*  
  
This Agreement will be governed by and construed in accordance with the laws of the State of [STATE].  
  
\*\*8. Entire Agreement\*\*  
  
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.  
  
\*\*9. Severability\*\*  
  
If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck from this Agreement and the remaining provisions will remain in full force and effect.  
  
\*\*10. Waiver\*\*  
  
No waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.  
  
\*\*11. Notices\*\*  
  
All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:  
  
If to Vendor:  
[VENDOR NAME]  
[ADDRESS]  
  
If to Client:  
[CLIENT NAME]  
[ADDRESS]  
  
or to such other address as either party may designate in writing from time to time.  
  
\*\*12. Headings\*\*  
  
The headings in this Agreement are for convenience only and will not affect its interpretation.  
  
\*\*13. Counterparts\*\*  
  
This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.  
  
\*\*IN WITNESS WHEREOF,\*\* the parties have executed this Agreement as of the date first written above.  
  
\*\*[VENDOR NAME]\*\*  
  
\*\*[SIGNATURE]\*\*  
  
\*\*[PRINTED NAME]\*\*  
  
\*\*[CLIENT NAME]\*\*  
  
\*\*[SIGNATURE]\*\*  
  
\*\*[PRINTED NAME]\*\*

\*\*Learnings\*\*  
  
\* Confidentiality clauses are necessary in any agreement where one party is sharing confidential information with the other party. These clauses typically include obligations to keep the information confidential, to use it only for the purposes for which it was disclosed, and to return or destroy it upon termination of the agreement.  
\* Data protection clauses are necessary in any agreement where one party is processing or accessing the other party's data. These clauses typically include obligations to process the data in accordance with the instructions of the other party, to protect the data from unauthorized access or disclosure, and to delete the data upon termination of the agreement.  
\* Intellectual property ownership clauses are necessary in any agreement where one party is creating or developing intellectual property for the other party. These clauses typically include obligations to assign the intellectual property to the other party, to not use the intellectual property for any other purpose, and to protect the intellectual property from unauthorized use or disclosure.  
  
\*\*Types of agreements and necessary clauses\*\*  
  
\* \*\*Vendor agreement:\*\* A vendor agreement is an agreement between a company and a vendor who provides goods or services to the company. The necessary clauses for a vendor agreement include confidentiality, data protection, and intellectual property ownership clauses.  
\* \*\*Employment agreement:\*\* An employment agreement is an agreement between an employer and an employee. The necessary clauses for an employment agreement include confidentiality, non-compete, and intellectual property ownership clauses.  
\* \*\*Customer agreement:\*\* A customer agreement is an agreement between a company and a customer who purchases goods or services from the company. The necessary clauses for a customer agreement include confidentiality, data protection, and intellectual property ownership clauses.  
  
\*\*Conclusion\*\*  
  
Confidentiality, data protection, and intellectual property ownership clauses are necessary in any agreement where one party is sharing confidential information, processing or accessing the other party's data, or creating or developing intellectual property for the other party.

\*\*Learnings from the document:\*\*  
  
\* The document is a vendor agreement between Tea Cozi and Vendor.  
\* The necessary clauses for a vendor agreement include:  
 \* Intellectual property ownership clause  
 \* Security clause  
 \* Confidentiality clause  
 \* Termination clause  
 \* Payment terms clause  
 \* Force majeure clause  
 \* Governing law clause  
 \* Dispute resolution clause  
  
\*\*Type of agreement and necessary clauses:\*\*  
  
\* The document is a vendor agreement between Tea Cozi and Vendor.  
\* The necessary clauses for a vendor agreement include:  
 \* Intellectual property ownership clause: This clause specifies that all intellectual property rights in the deliverables created by the vendor belong to the client.  
 \* Security clause: This clause specifies that the vendor must comply with the client's security policies and procedures.  
 \* Confidentiality clause: This clause specifies that the vendor must keep all confidential information of the client confidential.  
 \* Termination clause: This clause specifies the conditions under which the agreement can be terminated.  
 \* Payment terms clause: This clause specifies the terms of payment for the deliverables.  
 \* Force majeure clause: This clause specifies the events that will excuse the parties from their obligations under the agreement.  
 \* Governing law clause: This clause specifies the law that will govern the agreement.  
 \* Dispute resolution clause: This clause specifies the process for resolving disputes under the agreement.

\*\*Learnings\*\*  
  
\* \*\*Indemnity clauses\*\* are common in commercial agreements and are used to protect one party from the costs and liabilities of another party's actions. In the case of the Tea Cozi Vendor Agreement, the vendor agrees to indemnify Tea Cozi for any losses arising from or in connection with any claim relating to or arising out of any inaccuracy in or breach of the warranties provided by the vendor; any claims made by third parties relating to any act, omission or negligence of the vendor; non-performance of the covenants and obligations of the vendor under the agreement; any fraud or wilful misconduct of the vendor; non-compliance of the vendor with the provisions of applicable laws; non-compliance of the vendor with the provisions under the Consumer Protection Act, 2019; deficiency in the services provided by the vendor under the agreement; defect in the products supplied by the vendor under the agreement; non-payment of salaries/wages, statutory benefits, contractual dues etc. by the vendor to its officers, directors, workers, employees, agents, representatives, servants and sub-contractors; or death, bodily injury or accidents of any director, officer, worker, employee, servant, representative, agent or sub-contractor of the vendor.  
\* \*\*Confidentiality clauses\*\* are also common in commercial agreements and are used to protect one party from the disclosure of confidential information by the other party. In the case of the Tea Cozi Vendor Agreement, the vendor agrees to keep confidential all information disclosed by Tea Cozi, including but not limited to, any information relating to Tea Cozi's business, products, services, customers, employees, suppliers, or other confidential information.  
\* \*\*Non-competition clauses\*\* are used to prevent one party from competing with the other party after the termination of the agreement. In the case of the Tea Cozi Vendor Agreement, the vendor agrees not to compete with Tea Cozi for a period of one year after the termination of the agreement.  
  
\*\*Necessary clauses for a vendor agreement\*\*  
  
In addition to the indemnity, confidentiality, and non-competition clauses discussed above, a vendor agreement should also include the following clauses:  
  
\* \*\*Term and termination\*\* clause: This clause specifies the duration of the agreement and the conditions under which it can be terminated.  
\* \*\*Payment terms\*\* clause: This clause specifies the amount and frequency of payments to be made by the vendor.  
\* \*\*Intellectual property rights\*\* clause: This clause specifies who owns the intellectual property rights created under the agreement.  
\* \*\*Governing law\*\* clause: This clause specifies the law that will govern the agreement.  
\* \*\*Dispute resolution\*\* clause: This clause specifies how disputes arising under the agreement will be resolved.  
  
By including these clauses in a vendor agreement, the parties can protect themselves from potential risks and liabilities.

\*\*Learnings\*\*  
  
\* \*\*Indemnification clause\*\* is a clause in a contract that requires one party to compensate the other party for any losses or damages that they may incur as a result of the first party's actions. This clause is often found in vendor agreements, as it protects the vendor from being held liable for any damages that may be caused by the customer's use of the vendor's products or services.  
\* \*\*Dispute resolution clause\*\* is a clause in a contract that sets out the process for resolving disputes between the parties. This clause is important for ensuring that any disputes are resolved quickly and efficiently, and that neither party is unfairly disadvantaged.  
\* \*\*Force majeure clause\*\* is a clause in a contract that excuses a party from their obligations under the contract if they are unable to perform due to circumstances beyond their control. This clause is important for protecting parties from being held liable for events that they cannot reasonably be expected to prevent or control.  
\* \*\*Assignment clause\*\* is a clause in a contract that prohibits one party from assigning their rights or obligations under the contract to a third party without the other party's consent. This clause is important for protecting the parties from being bound by contracts that they did not agree to.  
  
\*\*Necessary clauses for a vendor agreement\*\*  
  
\* \*\*Indemnification clause\*\*  
\* \*\*Dispute resolution clause\*\*  
\* \*\*Force majeure clause\*\*  
\* \*\*Assignment clause\*\*  
\* \*\*Term and termination clause\*\*  
\* \*\*Confidentiality clause\*\*  
\* \*\*Governing law clause\*\*  
\* \*\*Severability clause\*\*  
  
\*\*Example of a vendor agreement\*\*  
  
The following is an example of a vendor agreement that includes all of the necessary clauses discussed above:  
  
```  
This Vendor Agreement (this “Agreement”) is entered into on [DATE] by and between [VENDOR NAME] (“Vendor”) and [CUSTOMER NAME] (“Customer”).  
  
In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:  
  
1. \*\*Services\*\*. Vendor agrees to provide Customer with the following services (the “Services”):  
  
 \* Security services, including but not limited to:  
 \* Patrolling the premises of Customer’s property  
 \* Monitoring the premises of Customer’s property  
 \* Responding to security incidents at Customer’s property  
 \* Other services as agreed to in writing by the parties.  
  
2. \*\*Fees\*\*. Vendor shall be paid a fee of [AMOUNT] per month for the Services. Customer shall pay Vendor’s fees on the first day of each month.  
  
3. \*\*Term\*\*. This Agreement shall commence on [DATE] and shall continue for a period of [NUMBER] months (the “Term”). This Agreement may be renewed for additional terms of [NUMBER] months upon mutual agreement of the parties.  
  
4. \*\*Termination\*\*. Either party may terminate this Agreement at any time upon [NUMBER] days’ written notice to the other party.  
  
5. \*\*Confidentiality\*\*. Each party agrees to keep all confidential information of the other party confidential. Confidential information includes any information that is not generally known to the public and that is of a proprietary or confidential nature.  
  
6. \*\*Governing Law\*\*. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].  
  
7. \*\*Severability\*\*. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.  
  
8. \*\*Entire Agreement\*\*. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.  
  
9. \*\*Waiver\*\*. No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.  
  
10. \*\*Notices\*\*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:  
  
 If to Vendor:  
 [VENDOR NAME]  
 [ADDRESS]  
  
 If to Customer:  
 [CUSTOMER NAME]  
 [ADDRESS]  
  
or to such other address as either party may designate in writing from time to time.  
  
11. \*\*Binding Effect\*\*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.  
  
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.  
  
[VENDOR NAME]  
[CUSTOMER NAME]  
```

\*\*Learnings\*\*  
  
\* \*\*Types of clauses in a legal document:\*\*  
 \* \*\*Term and termination:\*\* This clause defines the start and end dates of the agreement, as well as the conditions under which either party can terminate the agreement.  
 \* \*\*Confidentiality:\*\* This clause protects the confidential information of both parties.  
 \* \*\*Intellectual property:\*\* This clause defines who owns the intellectual property created during the term of the agreement.  
 \* \*\*Indemnification:\*\* This clause requires one party to compensate the other party for any damages caused by their negligence or breach of contract.  
 \* \*\*Governing law:\*\* This clause specifies which law will govern the interpretation and enforcement of the agreement.  
 \* \*\*Dispute resolution:\*\* This clause outlines how disputes will be resolved, such as through arbitration or litigation.  
  
\* \*\*Necessary clauses for a vendor agreement:\*\*  
 \* \*\*Scope of work:\*\* This clause defines the specific services that the vendor will provide.  
 \* \*\*Price:\*\* This clause specifies the amount that the vendor will be paid for their services.  
 \* \*\*Payment terms:\*\* This clause defines when and how the vendor will be paid.  
 \* \*\*Term and termination:\*\* This clause defines the start and end dates of the agreement, as well as the conditions under which either party can terminate the agreement.  
 \* \*\*Confidentiality:\*\* This clause protects the confidential information of both parties.  
 \* \*\*Intellectual property:\*\* This clause defines who owns the intellectual property created during the term of the agreement.  
 \* \*\*Indemnification:\*\* This clause requires one party to compensate the other party for any damages caused by their negligence or breach of contract.  
 \* \*\*Governing law:\*\* This clause specifies which law will govern the interpretation and enforcement of the agreement.  
 \* \*\*Dispute resolution:\*\* This clause outlines how disputes will be resolved, such as through arbitration or litigation.  
  
\*\*The document you provided is a vendor agreement.\*\*  
  
The necessary clauses for a vendor agreement are listed above. The document you provided includes all of these clauses, as well as some additional clauses that are specific to this agreement. These additional clauses include:  
  
\* \*\*Anti-bribery and anti-corruption:\*\* This clause requires the vendor to comply with all applicable laws and regulations relating to anti-bribery and anti-corruption.  
\* \*\*Warranty:\*\* This clause provides a warranty that the vendor will provide the services in a professional and workmanlike manner.  
\* \*\*Limitation of liability:\*\* This clause limits the vendor's liability for damages to a certain amount.  
\* \*\*Force majeure:\*\* This clause excuses the vendor from liability for delays or failures to perform due to events beyond their control.  
  
\*\*Conclusion\*\*  
  
The document you provided is a well-written vendor agreement that includes all of the necessary clauses. The additional clauses that are specific to this agreement are also reasonable and fair.

\*\*Learnings\*\*  
  
1. The document is a Vendor Agreement between Tea Cozi and Vendor.  
2. The necessary clauses for a Vendor Agreement are:  
 \* Scope of Work  
 \* Term of Agreement  
 \* Fees and Payment Terms  
 \* Confidentiality  
 \* Intellectual Property  
 \* Termination  
 \* Governing Law  
 \* Entire Agreement  
 \* Severability  
 \* Waiver  
 \* Notices  
 \* Force Majeure  
 \* Attorneys' Fees  
 \* Binding Effect  
 \* Headings  
 \* Counterparts  
 \* Governing Law  
  
\*\*Type of Agreement\*\*  
  
The document is a Vendor Agreement.

\*\*Learnings from the document:\*\*  
  
\* A non-disclosure agreement (NDA) is a contract between two parties that prevents one party from disclosing confidential information to the other party.  
\* The purpose of an NDA is to protect the confidential information of one party from being used or disclosed by the other party.  
\* The necessary clauses for an NDA include:  
 \* A definition of the confidential information that is being protected.  
 \* A list of the parties who are bound by the NDA.  
 \* A description of the activities that are prohibited by the NDA.  
 \* A timeframe for the NDA.  
 \* A clause that allows for termination of the NDA.  
\* The type of agreement that the document is an example of is a vendor agreement.  
\* The necessary clauses for a vendor agreement include:  
 \* A description of the services that the vendor will provide.  
 \* A price for the services.  
 \* A timeframe for the services.  
 \* A termination clause.  
\* The document also includes a clause that allows the vendor to use the confidential information of the company for the purpose of providing the services.

\*\*Learnings from the document:\*\*  
  
\* A non-disclosure agreement (NDA) is a contract between two parties that prevents the disclosure of confidential information.  
\* The purpose of an NDA is to protect the confidential information of one party from being used or disclosed by the other party.  
\* The key clauses in an NDA include:  
 \* The definition of confidential information  
 \* The scope of the agreement  
 \* The duration of the agreement  
 \* The remedies for breach of the agreement  
\* An NDA is a necessary clause in any agreement that involves the exchange of confidential information.  
  
\*\*Type of agreement and necessary clauses:\*\*  
  
The document is a non-disclosure agreement (NDA). The necessary clauses for an NDA include:  
  
\* The definition of confidential information  
 \* The scope of the agreement  
 \* The duration of the agreement  
 \* The remedies for breach of the agreement

\*\*Learnings from the document:\*\*  
  
\* \*\*No failure or delay on the part of the parties hereto to exercise any right, power, or remedy under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any rights, power or remedy operate as a waiver. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies provided by law.\*\*  
 This clause is important to ensure that the parties to the agreement are not able to avoid their obligations by simply failing to exercise their rights. It also ensures that the parties are not limited to the specific remedies set out in the agreement, and can pursue other remedies available to them under the law.  
\* \*\*Any notices under this NDA shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at its address appearing above. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, five (5) days after deposit into the mail system.\*\*  
 This clause is important to ensure that the parties to the agreement are aware of any notices that are sent to them. It also sets out a specific time frame for when notices will be deemed to have been received.  
\* \*\*Each party represents that it has caused this NDA dated as of the date first written above to be executed on its behalf by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.\*\*  
 This clause is important to ensure that the parties to the agreement are legally bound by its terms. It also ensures that the parties have the authority to enter into the agreement on behalf of their respective companies.  
  
\*\*Necessary clauses for a non-disclosure agreement:\*\*  
  
\* A definition of the confidential information that is covered by the agreement.  
\* A list of the activities that are prohibited under the agreement.  
\* A confidentiality period for the information that is covered by the agreement.  
\* A provision for termination of the agreement if either party breaches its terms.  
\* A provision for governing law and jurisdiction.  
\* A signature page for each party to the agreement.