

# NON-DISCLOSURE AGREEMENT

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is dated [REDACTED]

BETWEEN [Name], registered in [country] whose registered address is [Address], [REDACTED]

AND [Name], [address] [REDACTED]

(individually referred to as [REDACTED] and collectively referred to as "Parties")

### WHEREAS:

[REDACTED] and [REDACTED] intend to carry on commercial discussions with each [REDACTED] in connection with [REDACTED] matter [REDACTED] mutual interest described below and anticipate sharing information [REDACTED] a confidential or proprietary nature in [REDACTED] course [REDACTED] those discussions and wish to enter into [REDACTED] agreement to protect [REDACTED] confidential or proprietary nature [REDACTED] information to be disclosed by [REDACTED] Parties to each [REDACTED]

[REDACTED] matter [REDACTED] mutual interest is providing bulk transfer services for [REDACTED] clients (hereafter called [REDACTED])

NOW IT IS AGREED by and between [REDACTED] parties as follows:

- [REDACTED] To facilitate discussions, meetings and [REDACTED] conduct [REDACTED] business between [REDACTED] Parties with respect to [REDACTED] it may be necessary for [REDACTED] to disclose [REDACTED] to [REDACTED] ("Recipient") Confidential Information as defined below.
- [REDACTED] [REDACTED] Recipient shall be entitled to disclose [REDACTED] Confidential Information to its employees, contractors and advisers and [REDACTED] Parties, provided that [REDACTED] Recipient will ensure that any such employee, contractor or adviser or [REDACTED] has a legal obligation to keep [REDACTED] Confidential Information confidential which, in [REDACTED] case [REDACTED] employees, contractors or advisers, shall be both during and after [REDACTED] current employment or engagement, on terms no less strict than [REDACTED]. Any disclosure [REDACTED] such Confidential Information by any employee, contractor or adviser or [REDACTED] will be deemed to be a breach [REDACTED] by [REDACTED] Recipient.
- [REDACTED] Each [REDACTED] acknowledges and agrees:
  - a. All Confidential Information acquired by [REDACTED] from [REDACTED] shall be and shall remain [REDACTED] exclusive property [REDACTED] disclosing [REDACTED] or [REDACTED] member [REDACTED] its group providing it;
  - b. To hold all Confidential Information in confidence and to procure that its representatives, advisers and associates hold all such Confidential Information in confidence.

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- c. To limit access to such Confidential Information to authorised individuals "Permitted Personnel") who have a need to know Confidential Information in order for to participate in
- d. To procure that its Permitted Personnel are aware and adhere to terms
- e. To use such Confidential Information only for purposes work, services or analysis related to and for purposes only upon such terms as may be agreed upon between Parties in writing; and
- f. To return promptly to disclosing party, or to destroy any copies such Confidential Information in written, graphic or tangible form at that request and any such destruction shall be certified in writing to disclosing by an authorised Recipient;
- g. obligations each Parties with respect to Confidential Information shall extend for a period following date disclosure that Confidential Information; provided, however, that confidentiality obligations herein shall survive for a period from date termination and
- h. disclosure Confidential Information, nor shall be construed as (i) requiring a to disclose or accept Confidential Information, (ii) permitting a to use or sell Confidential Information or products derived or (iii) granting to any rights by license or express or implied, under any patent, copyright, trademark, trade secret or intellectual property right now or hereafter obtained or licensable by or (iv) a representation or warranty by as to accuracy or completeness Confidential Information than as expressly set out in any agreement subsequently entered into by

obligations contained in do not apply to Confidential Information that:

- a. As shown by reasonably documented was in lawful possession without restriction on use or disclosure prior to receipt from disclosing or
- b. As shown by reasonably documented was received by one in good faith from a party not subject to a confidential obligation to and without breach or
- c. Now is or later becomes part public domain through no breach confidential obligation by receiving or
- d. Is disclosed pursuant to a requirement imposed by a governmental agency or is required to be disclosed by operation law, except that prior to any disclosure pursuant to receiving request for information shall notify disclosing and provide with an opportunity to participate in objecting to production Confidential Information; or
- e. Was developed by receiving independently from and without developing person(s) having access to any Confidential Information received from or
- f. Is authorised in writing by disclosing to be released or is designated in writing by source as no longer being Confidential Information.

- 5. Recipient acknowledges that money damages may not be an adequate remedy for any breach will be entitled to seek specific performance and injunctive and equitable relief as a remedy for any breach in addition to all monetary remedies available at law and in equity.

nor provision Confidential Information pursuant to it shall be construed as an agreement, commitment, promise or representation by to do business with or to do anything except as set out specifically in

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7. This [REDACTED] shall be construed in accordance with [REDACTED] laws [REDACTED] Parties hereby consent to [REDACTED] exclusive jurisdiction [REDACTED] courts [REDACTED] and consent that all personal service [REDACTED] process be made by certified mail or registered mail directed to [REDACTED] address stated herein and service so made shall be deemed to be completed upon actual receipt [REDACTED] Parties waive any objection to jurisdiction and venue [REDACTED] any action instituted against it in [REDACTED] and agree not to assert any defense based on lack [REDACTED] jurisdiction or venue. [REDACTED] Parties waive [REDACTED] right to trial by jury in any action, suit, proceeding or counterclaim [REDACTED] any kind arising out [REDACTED] or related to [REDACTED]

[REDACTED] Recipient acknowledges that all Intellectual Property Rights in [REDACTED] Confidential Information vest in [REDACTED] and [REDACTED] Recipient [REDACTED] acknowledges that it shall have no rights in respect [REDACTED] copyright, trade marks (registered or unregistered) or [REDACTED] Intellectual Property Rights in [REDACTED] Confidential Information by virtue [REDACTED] a disclosure [REDACTED] to it.

This [REDACTED] is [REDACTED] entire agreement between [REDACTED] Parties with respect to disclosure [REDACTED] Confidential Information pertaining to [REDACTED] and supersedes all prior agreements and understandings with respect to [REDACTED] subject. This [REDACTED] may be amended only by written agreement executed by both Parties. This [REDACTED] shall be binding on [REDACTED] agents, successors and permitted assigns [REDACTED] Parties.

If for any reason, any provision [REDACTED] shall be determined to be invalid, void or unenforceable by a court or regulatory body [REDACTED] competent jurisdiction, [REDACTED] remaining provisions [REDACTED] shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless removal [REDACTED] provision in question results in a material change to [REDACTED] no failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver [REDACTED] nor shall any single or partial exercise [REDACTED] preclude any [REDACTED] or exercise [REDACTED] any rights under [REDACTED]

Assignment. [REDACTED] shall assign [REDACTED] to a [REDACTED] party without [REDACTED] prior written consent, which such consent will not be unreasonably withheld, denied, conditioned or delayed; provided, however, that each [REDACTED] may assign [REDACTED] rights and obligations to any [REDACTED]

[REDACTED] parties cannot benefit from [REDACTED] under [REDACTED]

[REDACTED] may terminate [REDACTED] on [REDACTED] written notice to [REDACTED]

Counterparts and Facsimile Delivery. This [REDACTED] may be executed in [REDACTED] or more identical counterparts, each [REDACTED] which shall be deemed to be an original and all [REDACTED] which taken [REDACTED] shall be deemed to constitute [REDACTED] when a duly authorised representative [REDACTED] each [REDACTED] has signed a counterpart. [REDACTED] Parties intend to sign and deliver [REDACTED] by facsimile transmission. Each [REDACTED] agrees that [REDACTED] delivery [REDACTED] by facsimile shall have [REDACTED] same force and effect as delivery [REDACTED] original signatures and that each [REDACTED] may use such facsimile signatures as evidence [REDACTED] execution and delivery [REDACTED] by all Parties to [REDACTED] same extent that an original signature could be used.

In [REDACTED] unless [REDACTED] context [REDACTED] requires [REDACTED] following words and expressions shall have following meanings:

[REDACTED] means [REDACTED]

**"Confidential Information"** means any and all information and know-how that [REDACTED] and/or its [REDACTED] Parties and/or its agents may from time to time disclose to [REDACTED] Recipient or [REDACTED] Recipient's

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Parties during course or which becomes known to Recipient during course or during course any previous discussions, negotiations or relationship with in relation to orally, in writing, digitally, in form machine readable code or embodied in hardware or any physical medium which relates to business, including but not limited to business plan or Parties, data, know-how, designs, illustrations, drawings, photographs, illustrations, notes, memoranda, terms business, financial information, financial projections, financial records, customers and suppliers, sales and marketing information, spreadsheets, specifications, technical information and computer and/or its Parties;

means which has disclosed Confidential Information to

means any which is, or is a subsidiary ultimate holding relevant from time to time, where “subsidiary” and “holding” have meanings ascribed to in or such legislation as may amend, extend, consolidate or replace same from time to time;

“Intellectual Property Rights” means (i) patents, designs, trade marks and trade names registered or unregistered), copyright and related rights, moral rights, database rights and know-how; (ii) all intellectual property rights and similar or equivalent rights anywhere in world which currently exist or are recognised in future; and (iii) applications, extensions and renewals in relation to any such rights;

and

“Recipient” means a that has received Confidential Information

<p>Signed for an on behalf</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>Signed for an on behalf</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>
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