

## SAMPLE NON-DISCLOSURE

### MUTUAL NON-DISCLOSURE

THIS is dated the day of

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

AND [Name], [address] ("Operator")

(individually referred to as and collectively referred to as "Parties")

#### WHEREAS:

and the Operator intend to carry on commercial discussions with each other in connection with the matter of mutual interest described below and anticipate sharing information of a confidential or proprietary nature in the course of those discussions and wish to enter into this agreement to protect the confidential or proprietary nature of information to be disclosed by the Parties to each other.

The matter of mutual interest is providing bulk transfer services for clients (hereafter called "the

#### NOW IT IS AGREED by and between the parties as follows:

To facilitate discussions, meetings and the conduct of business between the Parties with respect to the it may be necessary for either to disclose to the other ("Recipient") Confidential Information as defined below.

The Recipient shall be entitled to disclose the Confidential Information to its employees, contractors and advisers and Parties, provided that the Recipient will ensure that any such employee, contractor or adviser or has a legal obligation to keep the Confidential Information confidential which, in the case of employees, contractors or advisers, shall be both during and after their current employment or engagement, on terms no less strict than this. Any disclosure of such Confidential Information by any employee, contractor or adviser or will be deemed to be a breach of this by the Recipient.

Each acknowledges and agrees:

- All Confidential Information acquired by either from the other shall be and shall remain the exclusive property of the disclosing or the member of its group providing it;
- 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 (the "Permitted Personnel") who have a need to know the Confidential Information in order for the [REDACTED] to participate in the [REDACTED]
- [REDACTED] To procure that its Permitted Personnel are aware and adhere to the terms of this [REDACTED]
- e. To use such Confidential Information only for purposes of work, services or analysis related to the [REDACTED] and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and
- f. To return promptly to the disclosing party, or to destroy any copies of such Confidential Information in written, graphic or other tangible form at that [REDACTED] request and any such destruction shall be certified in writing to the disclosing [REDACTED] by an authorised officer of the Recipient;
- g. The obligations of each of the Parties with respect to Confidential Information shall extend for a period of [REDACTED] years following the date of disclosure of that Confidential Information; provided, however, that confidentiality obligations herein shall survive for a period of [REDACTED] years from the date of termination of this [REDACTED] and
- h. Neither disclosure of Confidential Information, nor this [REDACTED] shall be construed as (i) requiring a [REDACTED] to disclose or accept Confidential Information, (ii) permitting a [REDACTED] to use or sell the Confidential Information or products derived therefrom, or (iii) granting to either [REDACTED] any rights by license or otherwise, express or implied, under any patent, copyright, trademark, trade secret or other intellectual property right now or hereafter obtained or licensable by the other [REDACTED] or (iv) a representation or warranty by either [REDACTED] as to the accuracy or completeness of the Confidential Information (other than as expressly set out in any agreement subsequently entered into by the Parties).

[REDACTED] These obligations contained in this [REDACTED] do not apply to Confidential Information that:

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

[REDACTED] The Recipient acknowledges that [REDACTED] damages may not be an adequate remedy for any breach of this [REDACTED]. The [REDACTED] will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach of this [REDACTED] in addition to all [REDACTED] remedies available at law and in equity.

[REDACTED] Neither this [REDACTED] nor provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise or representation by either [REDACTED] to do business with the other or to do anything except as set out specifically in this [REDACTED]

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

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

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

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

Assignment. Neither [REDACTED] shall assign this [REDACTED] to a [REDACTED] party without the other [REDACTED] prior written consent, which such consent will not be unreasonably withheld, denied, [REDACTED] or delayed; provided, however, that each [REDACTED] may assign the rights and obligations to any [REDACTED].

[REDACTED] parties cannot benefit from this [REDACTED] under The Contracts (Rights of [REDACTED] Parties) Act [REDACTED].

Either [REDACTED] may terminate this [REDACTED] on thirty [REDACTED] days written notice to the other [REDACTED].

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

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

[REDACTED] means this Mutual Non-Disclosure [REDACTED]

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

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

means the which has disclosed Confidential Information to the other

means any which is, or is a subsidiary of, the ultimate holding of the relevant from time to time, where "subsidiary" and "holding" have the meanings ascribed to them in section of the Companies Act or such other legislation as may amend, extend, consolidate or replace the same from time to time;

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

and

**"Recipient"** means a that has received Confidential Information of the other

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| <p><b>Signed for an on behalf of</b></p><br><p><b>Signature:</b></p><br><p><b>Name:</b></p><br><p><b>Title:</b></p><br><p><b>Date:</b></p> | <p><b>Signed for an on behalf of the</b></p><br><p><b>Signature:</b></p><br><p><b>Name:</b></p><br><p><b>Title:</b></p><br><p><b>Date:</b></p> |
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