Non-Disclosure Agreement

This Non-Disclosure Agreement (“**NDA**”) is executed as a deed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Signatory**”), with the intention and for the purpose of potentially accessing information relating to, belonging to or produced by [company] or any of its subsidiaries, affiliates, parents or sister entities (the “**Company**”);

WHEREAS the Signatory will, or may, be acquiring, directly or indirectly, intentionally or not, information that the Company considers to be confidential and does not wish to be shared with third parties, and which exclusive property belongs to the Company (the “**Confidential Information**”);

WHEREAS the signing of this NDA is a sine qua non condition of the Company maintaining communications with the Signatory and the Company giving access to its premises (virtual or physical);

In addition to other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Signatory agrees as follows:

1. All written and oral information and materials disclosed, provided or given access to by the Company to the Signatory constitute Confidential Information regardless of whether such information was provided before or after the date of this NDA or how it was provided to the Signatory.
2. “Confidential Information” might include, but not be limited to:
   1. Company’s services, business plans, methods, trainings and practices;
   2. Data about Company’s personnel, customers, and suppliers, as well as their representatives;
   3. Company’s contracts, their contents and parties, quantities, purchases, invoices, licences;
   4. Company’s inventions, processes, methods, products, patent applications, protected or not by proprietary rights under Intellectual Property law;
   5. Any objects, devices, movable and non-movable assets, including the personal address, of the Company;
   6. Company’s internal structure, including legal entities under common control, controlled by or in control of the Company, and their respective internal structure;
   7. Company’s financial statements, tax returns, cash flows, funding structure, portfolio and fund management structure;
   8. Building plans, room distribution, materials, accesses or any visible or spatial data regarding the premises of the Company; or
   9. Company’s specifications, drawings, sketches, models, samples, tools, computer programs, technical information, schedules, plans, or other related information.
3. “Confidential Information” does not include information that:
   1. Is or becomes publicly known through no wrongful act of the Signatory, its employees, officers, directors, or agents; or
   2. Is independently developed by the Signatory without reference to any Confidential Information of the Company;
   3. Is explicitly approved for release (and only to the extent so approved) by the Company; or
   4. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
4. For the avoidance of doubt, the proprietary and confidential nature of Confidential Information does not need to be explicitly announced by the Company in order to be protected under this NDA. The absence of action to pursue protection of the Confidential Information by the Company cannot be construed as a waiver of the Signatory’s obligation to keep it secret and nothing contained in this NDA shall be construed as granting or conferring any rights to such Confidential Information on the Signatory.
5. The Signatory shall ensure that any of its employees, officers, directors, or agents who have access to Confidential Information of the Company are informed of its confidential nature and are required to abide by the terms of this NDA.
6. The Signatory understands that the Company will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this NDA and that the Company shall be entitled to obtain, against a threatened breach or actual breach, an award of injunctive relief, actual and exemplary damages and loss of future earnings.
7. This NDA applies retroactively to any Confidential Information already disclosed or made accessible to the Signatory, and shall remain in effect indefinitely unless otherwise terminated by the Company. The requirement to protect Confidential Information disclosed under this NDA shall survive termination of this NDA.
8. The Signatory acknowledges that, except as provided for by law, no further remuneration or compensation is or may become due to the Signatory in respect of the performance of Signatory’s obligations under this NDA. Company is not bound by any obligation under this NDA.
9. The Signatory shall explicitly communicate to the Company, prior to starting the relationship, if it is under any disability, restriction or prohibition which would or might prevent Signatory from performing or observing any obligations under this NDA.

Declared and signed by the Signatory, on the date indicated below.

**By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: