

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made on...........................

BETWEEN

**Nilacharal Ltd**

18 Collingwood Road

Crawley

RH10 7WG

**(Discloser)**

AND

...................................................................... [NAME]

...................................................................... [ADDRESS]

......................................................................

**(Recipient)**

The parties hereby agree as follows:

In its sole discretion, the Disclosing Party will provide to the Receiving Party certain confidential and proprietary information for the limited purpose of allowing the Receiving Party to evaluate its interest in Purpose for Sharing Confidential Information, in accordance with the following terms and conditions:

**1. Definition**

For purposes of this Agreement, "Confidential Information" shall mean all the information( Ideas, concept, Designs, Documentation, source code data or any other material) received by the Receiving Party from the Disclosing Party which is marked as "Confidential" and/or "Proprietary". Information furnished orally, in written or, by electronic means, or by any other means which was identified by the Disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the Receiving Party as Confidential Information.

**2. Protection and Purpose**

All "Confidential Information" shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party



normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.

**3. Restrictions**

The restrictions herein provided shall not apply with respect to "Confidential Information" which:

* 1. Is known by the Receiving Party at the time of receipt; or
  2. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
  3. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party.

1. **Rights and Licenses**

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

**5. Ownership**

All tangible information, including drawings, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to "Confidential Information".

**6. Responsibilities**

Receiving Party is obliged to treat data confidentially within the scope of the occupational activity.

Receiving Party may only process or use this data within the scope of duties. The responsibilities is to keep data, Including hard and soft copies, securely locked away whenever not directly working on it; to prevent unauthorized persons from accessing the computer, applications, or password; to keep personal passwords a secret; to destroy redundant hard and soft copies of data in a manner that makes misuse impossible

**7. Export**

The Receiving Party shall not export any Confidential Information without written permission from the Disclosing Party.

**8. Government Law**



This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

**SIGNED** for and on behalf of

)

the Recipient

)

By ..........................................................

)

(who warrants that he/she is authorized to

)

…………………………………………………….

sign this document on its behalf) in the

)

Signature

presence of

)

)

…………………………………….

)

Signature of witness

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)

Name of witness

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