**NON-DISCLOSURE AGREEMENT**

**Preamble**

This ${nameOfAgreement} (the "Agreement") dated ${effectiveDate} ("Effective Date") is between ${nameClient} with its registered office at ${clientAddress} and ${nameCounterparty} with its registered office at ${counterpartyAddress}.  
  
Under this Agreement, ${disclosingParty} (the "Discloser") may share information with ${receivingParty} ("Recipient") for the purpose of ${purpose} (the "Purpose").  
  
To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

**1. Definition of Confidential Information**

Confidential Information means proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, shared by the Discloser with the Recipient during the Disclosure Period.

**2. Marking of Confidential Information**

Confidential Information shall be either: (i) disclosed in writing and marked as confidential or with similar legend at the time of disclosure; or (ii) if disclosed orally or visually, will be identified as confidential at the time of disclosure and summarized in writing and delivered to the Recipient within 15 (fifteen) days of disclosure.

**3. Exclusions**

**a. Exclusions.** This Agreement imposes no obligation upon Recipient with respect to any Confidential Information: (a) that was in Recipient's possession before receipt from Discloser and can be proved as such by the Recipient; (b) is or becomes a part of the public domain through no fault of the Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is independently developed by Recipient without any access to or assistance of the Confidential Information.  
  
**b. Compelled Disclosure.** The Recipient may, without any obligation, disclose Confidential Information as a response to a judicial or governmental order, provided that the Recipient: (i) immediately informs the Discloser about the nature of such order; (ii) provides all reasonable support to the Discloser in applying for an injunctive relief against such order; and/or (iii) if disclosure is required, discloses only such portions of the Confidential Information as absolutely necessary under the order.

**4. Confidentiality Obligations**

Recipient shall use its best efforts to protect the Confidential Information from unauthorized use and dissemination and shall use the Confidential Information only in the manner prescribed in this Agreement.

**5. Use of Confidential Information**

Recipient shall limit disclosure of Confidential Information within its own organization to such employees who have a need to know the Confidential Information for the Purpose contemplated by this Agreement.

**6. Confidentiality Period**

The Discloser may share Confidential Information with the Recipient for a period of ${disclosurePeriod} from the date of first disclosure ("Disclosure Period"). The Confidential Information shall be protected in accordance to the obligations of this Agreement during the Disclosure Period and for a period of ${protectionPeriod} from the date of last disclosure ("Protection Period").

**7. Notification of Unauthorized Disclosure**

In the event of any unauthorized disclosure or dissemination of the Confidential Information, the Recipient shall: (i) promptly inform the Discloser; (ii) make all commercially reasonable efforts to retrieve the Confidential Information; and (iii) ensure that the measures in place to protect the Confidential Information is as per its obligations under this Agreement.

**8. No Warranty**

All Confidential Information is provided AS IS. The Discloser does not make any warranty as to its accuracy and completeness.

**9. No Other Rights**

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in this Agreement. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

**10. Compliance with Applicable Laws**

Each party shall, at its own expense, comply with all applicable laws and make, obtain and maintain in force at all times, all required registrations, filings, reports, licenses, permits and authorizations required under law in order to perform its obligations under this Agreement.

**11. Enforceability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**12. Entire Agreement**

This Agreement, together with all its attachments and exhibits constitute the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

**13. Governing Law and Jurisdiction**

This Agreement is made under and shall be construed according to the laws of the ${governingLaw}. In the event that this Agreement is breached, any and all disputes must be settled in the courts of ${jurisdiction}.

**Signatures**

Agreed and accepted:  
  
${nameClient}  
  
  
Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: ${clientAddress}  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
${nameCounterparty}  
  
  
Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: ${counterpartyAddress}  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_