

ABC RETAILERS NDA

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into on [Insert Date], by and between:

1. ABC Retailers

Address: 123 This Street

Phone: +27 123456789

Email: formula1fashion@abcretailers.com

(Hereinafter referred to as the "Disclosing Party")

2. FormulaOneClothing

Address: 234 That Street

Phone: +27 987654321

Email: charles@formulaone.com

(Hereinafter referred to as the "Receiving Party")

WHEREAS:

A. The Disclosing Party possesses certain confidential and proprietary information ("Confidential Information") that it wishes to protect from unauthorized use and disclosure.

B. The Receiving Party is willing to receive and use the Confidential Information solely for the purpose of [insert purpose, e.g., evaluating a potential business relationship, performing agreed-upon services, etc.] and is willing to enter into this Agreement to protect the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information

1.1 Confidential Information: For the purposes of this Agreement, "Confidential Information" means any data, information, or material, whether written, oral, or otherwise, disclosed by the Disclosing Party to the Receiving Party that is marked or identified as confidential or proprietary, or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business plans, financial data, customer lists, trade secrets, designs, software, processes, formulas, marketing strategies, and any other proprietary information.

1.2 Exclusions from Confidential Information: Confidential Information does not include information that: a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party; b. Is lawfully received by the Receiving Party from a third party without any obligation of confidentiality; c. Is independently developed by the Receiving Party without reference to the Confidential Information; or d. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt notice to the

Disclosing Party of such requirement and cooperates in any effort to obtain a protective order or confidential treatment.

2. Obligations of the Receiving Party

2.1 Non-Disclosure: The Receiving Party agrees not to disclose, use, or permit the use of any Confidential Information, except as expressly permitted by this Agreement or as required by law.

2.2 Protection of Confidential Information: The Receiving Party shall take all reasonable measures to protect the confidentiality of the Confidential Information, at least to the same extent that it protects its own confidential information, but in no event less than a reasonable standard of care.

2.3 Permitted Disclosures: The Receiving Party may disclose Confidential Information to its employees, agents, or representatives who need to know such information for the purpose of [insert purpose] and who are bound by confidentiality obligations no less stringent than those in this Agreement.

3. Return or Destruction of Confidential Information

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in its possession or control, including any notes, summaries, or other documents derived from the Confidential Information, and certify in writing that it has done so.

4. No License

Nothing in this Agreement shall be construed as granting the Receiving Party any rights, by license or otherwise, in or to any Confidential Information or any patents, copyrights, trademarks, or other intellectual property of the Disclosing Party.

5. Term

The obligations of confidentiality and non-use under this Agreement shall continue for a period of [insert number] years from the date of disclosure of the Confidential Information, or until the Confidential Information no longer qualifies as confidential under Section 1.2, whichever occurs first.

6. Remedies

The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may not be an adequate remedy. The Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies, in addition to any other remedies available at law or in equity.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [insert jurisdiction], without regard to its conflicts of law principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

9. Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision.

12. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first above written.

ABC Retailers

By: 

Name: Max Verstappen

Title: Mr

Date: 08/08/2024

[Supplier/Customer Name]

By: 

Name: Carlos Sainz

Title: Mr

Date: 08/08/2024