

NON-DISCLOSURE AGREEMENT TEMPLATE (Sample)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is executed as of [] (the "Effective Date")

BETWEEN:

- (1) [Party One], having its principal place of business [Insert Address here]

AND

- (2) [Party Two] a company incorporated under the laws of [] and having its registered office at []

together the "**Parties**" and individually a "**Party**".

THE PARTIES AGREE as follows:

1. The Parties are engaged or intend to engage in discussions and exchange information between them relating to [] (the "**Purpose**").

2. In this Agreement:

"**Affiliate**" means any subsidiary, sister company or holding company of a company and any subsidiary of any holding company; and

"**Confidential Information**" means information relating to the Disclosing Party, its Affiliates, or any of their employees, officers, directors and managers, which is made available (whether before or after this agreement is agreed) in writing, visual or machine readable form or orally to the Receiving Party or provided by the Disclosing Party in connection with the Project. Confidential information includes (but is not limited to) any information concerning:

(i) [List confidential information items here. Add additional numbers as needed]

(ii)

(iii)

(iv)

Confidential Information may (without limitation) take the form of: (i) documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk, cassette, tape or electronic form and items of computer hardware; or (ii) oral descriptions, demonstrations or observations or information;

3. In consideration of a disclosing Party or its Affiliates supplying Confidential Information ("**Disclosing Party**") to the receiving Party ("**Receiving Party**"), the Receiving Party agrees that all Confidential Information will be held and treated by it and its agents, advisors, directors, officers, employees and Affiliates (together, "**Representatives**") in confidence and will not, except as provided in this Agreement, without the Disclosing Party's prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and will not be used by the Receiving Party or its Representatives other than in connection with the Purpose.
4. A Receiving Party further agrees: (i) to disclose Confidential Information only to those Representatives who need to know the Confidential Information in connection with the Purpose and who will be advised by the Receiving Party of this Agreement and who agree to be bound by the terms of this Agreement; and (ii) that it shall be responsible for any breach of this Agreement by its Representatives; and (iii) to only use the Confidential Information for or in relation to the Purpose; and (iv) to comply with all reasonable information security standards, processes and procedures of the other Party in relation to the transmission of Confidential Information.

5. The Parties agree that, without the prior written consent of the other Party, neither they nor their Representatives will disclose to any person the Confidential Information, the fact that the Confidential Information has been made available by either Party, the fact that discussions or negotiations are taking place concerning the Purpose, or any of the terms, conditions or other facts with respect to the Purpose, including its status, except as otherwise requested or required by law, by a court of competent jurisdiction or by another appropriate regulatory body or the applicable rules of any exchange, regulatory, competent or listing authority or national securities association provided that the Receiving Party will, if its counsel determines such notice is permitted by law, give, where practicable and permitted by law, the Disclosing Party prior notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party may disclose that portion of the Confidential Information as requested or required without liability.
6. Notwithstanding the foregoing, the following will not constitute Confidential Information for the purposes of this Agreement:
 - (i) information which is lawfully in the possession of the Receiving Party prior to its receipt from the Disclosing Party; or
 - (ii) information which is generally available or revealed to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement; or
 - (iii) information which is obtained by the Receiving Party from a third party who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information to the Receiving Party; or
 - (iv) information which the Receiving Party or its Representatives develop independently of the disclosure by the Disclosing Party.
7. Notwithstanding the dates of signature below, this Agreement shall be deemed to come into effect on the earlier of (i) the date Confidential Information is first disclosed or (ii) the Effective Date, and shall continue in full force and effect until the Confidential Information is no longer deemed confidential in accordance with this Agreement.
8. Confidential Information will be returned to the Disclosing Party, or destroyed, promptly upon the request of the Disclosing Party unless the Receiving Party or its Representatives are required by appropriate law, regulation or rule to retain the Confidential Information provided that the Receiving Party shall also be permitted to retain such copies of the Confidential Information, subject to the continuing obligations of this Agreement, to the extent that they cannot extract such Confidential Information from computer or server back-up systems without incurring substantial costs. Only that portion of the Confidential Information retained by the Receiving Party or its Representatives and not destroyed will continue to be held and kept subject to the terms of this Agreement.
9. Each Party acknowledges and agrees that damages may be an inadequate remedy for a breach by it or any of its Representatives of any of the confidentiality obligations contained in this Agreement and therefore that the other Party shall be entitled to pursue equitable remedies (including without limitation injunctive relief and specific performance) in connection with any actual or threatened breach.
10. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
11. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but that shall not affect the legality, validity or enforceability of any other provision of this Agreement.
12. This Agreement may be executed in two counterparts, each of which shall be deemed to constitute an original, and shall come into existence when both counterparts have been signed by the Parties hereto and such counterpart (so signed) has been delivered to each of the Parties.
13. Neither this Agreement nor any disclosure of Confidential Information hereunder grants the Receiving Party any right, license, interest or title in, to or under the Confidential Information. No license is hereby granted to the Receiving Party under any trademark, copyright, patent, trade secret or other proprietary right of the Discloser. Title to the Confidential Information shall remain solely with the Disclosing Party.
14. Neither Party makes any representation or warranty express or implied with respect to the accuracy or completeness of any of the Confidential Information nor that any such information remains unchanged after the date of receipt.

15. No information which been given by either Party is intended to form the basis of any invitation, offer or contract for the provision of services. Nothing in this Agreement shall operate to create a partnership, joint venture, agency or other business relationship between the Parties nor shall the Receiving Party have any authority to act in the name of or on behalf of the Disclosing Party.
16. Neither Party may assign or transfer any of its rights, powers, duties or obligations under this Agreement, without the prior written consent of the other Party. Any amendment to this Agreement shall only be made in writing and signed by both Parties.
17. This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the Confidential Information and the subject matter hereof.
18. This Agreement shall be governed by and construed in accordance with the laws of []. Both Parties agree that the [] shall have exclusive jurisdiction to hear all claims or proceedings arising out of this Agreement.

Signed for and on behalf of []:

Signed for and on behalf of []

NAME: -----
POSITION: -----
DATE: -----

NAME: -----
POSITION : -----
DATE: -----

***Disclaimer:** Please note that this document is a template and is intended for informational purposes only. Please don't consider this legal advice. Please consult with an attorney to discuss your specific legal needs.