

**NON-DISCLOSURE
AGREEMENT**

By and between

NAME OF CO. _____
Address: _____

COUNTRY

Hereinafter referred to as the "Party No 1"

AND

Hereinafter referred to as "Party No 2"

Both the Party No 1 and Party No 2 individually

Hereinafter referred to as

"CONTRACTING PARTY"
and collectively as
"the CONTRACTING PARTIES"

DATE: _____

WHEREAS, the contracting parties intend to engage in discussions concerning the _____ (“Purpose”).

WHEREAS, in the course of such activities it is anticipated that the contracting Parties will disclose to each other proprietary information for the “Purpose”, which information the contracting Parties regard as confidential;

NOW THEREFORE, the parties enter into the following AGREEMENT (“AGREEMENT”):

Definitions

“Confidential Information” shall mean any information and data, including, but not limited to, any kind of business, commercial or technical information and data disclosed between the contracting Parties in connection with the Purpose, irrespective of the medium in which such information or data is embedded, Including internet based provision of information – marked “Confidential” by the Disclosing Party or which is – when disclosed orally or visually – identified as such prior to disclosure and summarized in writing by the Disclosing Party and said summary is given to the Receiving Party. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof.

Confidentiality

All Confidential Information

- (i) All GSRs including specifications, drawings, sketches, models sample, tools, computers programs, software source code, technical information, business information or other documents intimated whether in writing, orally or otherwise, shall be hereinafter designated as “Confidential” and will not be revealed to any unauthorized person / source.
- (ii) Shall not be distributed or disclosed in any way or form by the receiving party to anyone except to the employees of the receiving party.
- (iii) Shall be kept confidential by the Receiving Party with the same degree of care as is used with respect to the receiving party’s own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care.
- (iv) Shall be used by the Receiving Party exclusively for the “Purpose”, unless other-wise expressly agreed to in writing by the Disclosing Party.
- (v) No information regarding the sales / services to be provided or any other information having close relationship / similarity with sales / service will be given to any unauthorized source.
- (vii) Breach of the above mentioned undertaking on my part or any employee of my firm, will render the immediate cancellation of the engagement / contract.

No license

Licenses or any other rights such as, but not limited to, patents, utility models, trademarks or trade names, are neither granted nor conveyed by this AGREEMENT, nor does this AGREEMENT constitute any obligation of the disclosing party to grant or convey such rights to the receiving party.

No remuneration; warranty / liability

The contracting parties shall not be obligated to pay any remuneration for disclosure of any information under this AGREEMENT and agree that any information is made available "as is" and no warranties are given or liabilities of any kind are assumed with respect to the quality of such information, including, but not limited, to its fitness for the purpose, no infringement of third party rights, or its correctness.

Arbitration

All disputes arising out of or in connection with this "AGREEMENT", including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled _____ by _____ arbitration _____ according _____ to _____ the _____ by three arbitrators in accordance with said Rules. The seat of arbitration shall be in _____. The procedural law of _____ shall apply where the Rules are silent. The arbitration proceedings shall be _____ (country) conducted in English.

No assignment

This AGREEMENT may not be assigned by either party without the prior written consent of the other party.

Written form

This AGREEMENT may not be modified or amended except by written amendments duly executed by the parties. This requirement of written form can only be waived in writing.

Export regulations

The parties shall abide by the applicable export license regulations of the respective country(ies) and the disclosing party shall be required to apply for an export license grant prior to any transmission of confidential information and to inform the receiving party sufficiently of any existing limitation.

Signature _____

Name in block Letter _____

Status/ Appointment _____

Place _____

Date _____

Signature _____

Name in block Letter _____

Status/ Appointment _____

Place _____

Date _____