

Non Disclosure Agreement

This Non Disclosure and Confidentiality Agreement ("Agreement") is entered into by and between

_____, hereinafter known as the "Disclosing Party" located at

_____, and _____,

hereinafter known as the "Receiving Party", located at

_____ and collectively both parties

known as "Parties".

WHEREAS, the Parties now wish to set forth the terms and conditions of non-disclosure commitments via this Agreement;

WHEREAS, "Disclosing Party" shall mean the party to this Agreement that discloses Information, directly or indirectly to the Receiving Party under or in anticipation of this Agreement,

WHEREAS, "Receiving Party" shall mean the party to this Agreement that receives the Information, directly or indirectly from the Disclosing Party,

NOW, THEREFORE, in consideration of the mutual promises and covenants included in this agreement, both parties agree as follows:

I. Definition.

The information under this agreement to be declared or constituted as Confidential by the Disclosing Party, regardless of whether such information was provided before or after the date of this Agreement shall be, but not limited to the following:

- any and all information of either Party that is disclosed, furnished or communicated, whether of a technical, business or other nature (including, without limitation, trade secrets, know how and information relating to discoveries, instructions, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities,

business strategies, marketing plans or opportunities, future opportunities or products, opportunities or products under consideration, procedures, any and information relating to finances, costs, prices, suppliers, vendors, customers and employees which are disclosed by either party or on its behalf whether before, on or after regardless of form (if in writing, machine readable form, text, drawings, photographs, graphics, designs, plans or any other form whatsoever to be marked by an appropriate stamp or legend as being Confidential or if disclosed or, if orally, is identified as confidential at the time of disclosure or by the context in which it was received and reduced into writing and delivered to the Receiving Party within thirty days of disclosure) by or on behalf of the Disclosing Party to the Receiving Party through the Receiving Party's directors, officers, employees, representatives, or agents (collectively referred to as "Representatives") whether before, on or after the date of this Agreement,

- any copy of the foregoing; and
- the fact that discussions are taking place between the Parties.
- Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that Confidential Information shall not include any information that:
 - is or becomes publicly available without breach of this Agreement;
 - was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records;
 - a Party hereto lawfully receives without any obligation of confidentiality from a third party; and
 - is required to be disclosed by law.
- **Marketing and Development Information** - This includes plans of the Disclosing Party about marketing agenda or business developments and may involve costing, policies, quotes, forecasts, and strategies.
- **Business Operations Information** - This refers to any information about the business operations of the party disclosing the information, including the number of personnel, the financial activities within, the information on vendors, providers, and partners that are not openly declared by the Party to the public.
- **Product Information** - This refers to all specifications for products produced by the Disclosing Party as well as the products resulting from or related to work or projects performed or to be performed for the Disclosing Party or for its clients, or information about the product during research and development;
- **Manufacturing and Production Processes** - This includes identified processes and systematic

creation of product output such as manufacturing or production such as, but not limited to formulas, technical procedures, methods, techniques, specifications, including the used devices and equipment, designs, models, or software files used for manufacturing products. This may likewise refer to Proprietary Information;

- **Service Information** - This refers to information relating to services provided by the Disclosing Party such as but not limited to manpower scheduling, training, and maintenance;
- **Intellectual Property** - This refers to all information creation of the mind such as inventions, designs, symbols, names, and images created for commerce, such as but not limited to logos, computer codes and algorithms both in human-readable and machine-readable form, reports, technical designs, database structure, charts, and other document design specifications, including music which may be subject to copyright.
- **Technology** - This refers to all technical and scientific information and materials produced from formulation made by the Disclosing Party and by which information has not been publicly used, including to use of any machine, appliance, or components, including the documented scientific process.
- **Accounting Information** - This includes all financial reports, worksheets, balance sheets, undisclosed assets and liabilities, inventories, payroll, and any other information that may relate to a financial activity and by which information is not disclosed or that such disclosure has not been consented by the Disclosing Party.

Confidential Information may likewise include any information disclosed by any party to the Disclosing Party that is protected by a non-disclosure agreement and by which has been accidentally, incidentally, or acquired by the Receiving Party whether directly or indirectly.

II. Obligations.

In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to hold and keep in strictest confidence any and all such Confidential Information defined in this Non-Disclosure Agreement herein.

The Receiving Party undertakes that he shall make use of the Confidential Information solely for the

purpose of _____.

The Receiving Party shall take all steps and measures to minimize the risk of disclosure, dissemination or unauthorized use of the Confidential Information by ensuring that only such Representatives whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a “need-to-know” basis. Prior to disclosure of any Confidential Information to such Representatives, the Receiving Party shall secure a written acknowledgement from the Representative under which the Representative agrees to be bound by all of the restrictive covenants and confidentiality obligations of this Agreement. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives and shall take all measures (including but not limited to court proceedings) to restrain such Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

The Receiving Party shall ensure that the Confidential Information will not be copied or reproduced in any form whatsoever by the Receiving Party, its Representatives or any other third parties without the express written permission of the Disclosing Party. The Receiving Party agrees and acknowledges that the property and copyright in the Confidential Information disclosed to it belongs to the Disclosing Party.

The Receiving Party shall also ensure the security and control of any Confidential Information which is in documentary or other tangible or intangible form by physically restricting the location and use of such Confidential Information to areas of restricted access in the Receiving Party’s premises and by secretly storing such Confidential Information in a manner which does not permit unauthorized access.

The Receiving Party hereby agrees that it shall forthwith return to the Disclosing Party any or all such Confidential Information upon request by the Disclosing Party at any time.

The Receiving Party shall not and shall procure that none of its Representatives shall, publish any news releases or make any announcements or denial or confirmation in any medium concerning all or any information within the scope of this Agreement, including without limitation, without the express written permission of the Disclosing Party.

Provided at all times, and in no event, shall any liability for any breach occasioned by the Company and/or its Representatives be attributable to the shareholders of the Company and/or any affiliated/related/associated/subsidiary of its group company and/or its shareholders in any manner whatsoever.

III. Exclusions From Confidential Information.

The Receiving Party shall not need the consent of the Disclosing Party to share, disclose, or copy the Confidential Information in cases where:

1. The Confidential Information, at the time of disclosure, such information is already publicly known;
2. Information received by the Receiving Party has already been known by the Receiving Party prior to its disclosure;
3. The Confidential Information has been obtained by Receiving Party rightfully from any other party other than the Disclosing Party and without reason to believe that the third party is under any obligation or has an agreement with the Disclosing Party;
4. The Confidential Information was developed by Recipient without reference or dependence to the Disclosing Party's Confidential Information.

IV. Disclosure Due to Court Order/Governmental Action

In the event that the Receiving Party or any of its Representatives are obligated to disclose any Confidential Information as a result of a court order or pursuant to governmental action, the Receiving Party shall give written notice to the Disclosing Party immediately to allow the Disclosing Party to object to such disclosure and/or seek a protective order or other appropriate remedy. In the event that the Disclosing Party is unsuccessful in making an objection and/or obtaining a remedy, the Receiving Party or its Representative(s) so obligated to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental action and will use its best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

VI. Reporting Unauthorized Disclosure, Misappropriation or Misuse of the Confidential Information

The Receiving Party shall immediately notice the Disclosing Party of any unauthorized disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.

VII. Term of the Agreement

For a period of five (5) years after termination of this Agreement, the parties shall treat all information as confidential and take every reasonable precaution and use all reasonable efforts to prevent the unauthorized disclosure of the same. The parties agree to take all steps reasonably necessary and appropriate to ensure that their employees, agents, and/or assistants treat all information as confidential and to ensure that such employees, agents, and/or assistants are familiar with and abide by the terms of this Agreement. Upon the earlier of the completion or termination of the Agreement, the Receiving Party shall promptly return or destroy, and verify in writing its destruction of, all materials and documents containing or embodying Confidential Information in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information in any electronic or magnetic media or storage devices.

VIII. Return of Confidential Information.

Upon termination of this Agreement and/or upon request of the Disclosing Party, all Confidential Information disclosed under this Agreement shall be returned to the Disclosing Party. Physical records, or any hardcopy material, print media, or any other physical materials containing Confidential Information shall be delivered or return to the Disclosing Party. Digital records shall be deleted and no copies shall be retained by the Receiving Party.

In case of impossibility of the delivery of Confidential Information by the Receiving Party to the Disclosing Party, the parties may unanimously elect for the destruction of any records, documents, whether physical or digital containing the Confidential Information.

In case of destruction of Confidential Information, destruction shall be certified in writing to the Disclosing

Party after the destruction of such Confidential Information before the presence of a duly authorized representative of the Disclosing Party and/or by one of Recipient's duly authorized officers.

IX. Ownership

This Non Disclosure Agreement is non-transferable. The written consent of both parties is needed in order to transfer this Agreement.

The Parties acknowledges that each party shall maintain its exclusive ownership over its own Confidential Information except as otherwise falling under the found in the Exclusions from Confidential Information clause.

Neither party may obtain rights whatsoever, by license or otherwise, in the other party's Confidential Information unless otherwise with consent provided for by the other party. Any recommendation of any information made by the Receiving Party to the Disclosing Party that shall be incorporated to the Confidential Information of the Disclosing Party shall form part of the Disclosing party's Confidential Information.

X. Rights Cumulative/Entirety/Variation/Severability

The rights and remedies of each of the Parties provided herein are cumulative and not exclusive of any rights and remedies provided by law to such Party.

This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement and shall be severed accordingly, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

XI. Assignment

Neither party may assign or delegate any of its rights, or delegate any of its obligations hereunder, without the prior written consent of the other party.

XII. General

All additions or modifications to this Agreement must be made in writing and signed by both parties. The effectivity date of this Agreement is the same as the execution date.

XIII. Warranties.

The Disclosing Party makes no representation or warranties whatsoever to the Receiving Party as to the accuracy, completeness, or performance of any such Confidential Information. No party shall become liable for the use of the Confidential Information.

XIV. Injunctive Relief.

The Parties agree that in the event of any breach due to careless handling of the Confidential Information, the aggrieved party shall be entitled to seek injunctive relief for the protection of such party from incurring further damage or which may result to an irreparable injury.

XV. Counterparts.

The Parties may execute this agreement in multiple counterparts, each of which is an original but all of which shall constitute one and the same instrument.

XVI. Entire Agreement.

This Agreement is understood to be the complete agreement of the parties hereto and shall supersede any prior agreements and discussions relating to the subject matter hereof. Any amendments, modifications, or alterations made in this agreement shall require the affirmation by both parties to this Agreement and signed by said parties hereto.

XVII. Separability Clause.

Should any of the provisions hereto be held invalid by any competent court, such invalidity shall affect only the said provision and the remaining provisions shall continue to be valid and enforceable.

XVIII. Governing Laws.

This Agreement shall be governed and construed in accordance with the laws of the State of _____, United States, to the exclusion of other state laws and without any regard to its conflicts of laws provisions.

Any disputes arising from in this agreement shall be filed with courts of the United States.

Each party hereby consents to the jurisdiction of said courts and waives any objection which they may have at any time to the jurisdiction of such courts, the laying of venue in such courts or the convenience of the forum.

IN WITNESS WHEREOF, the Parties have set their hands on the date specified.

Receiving Party

Disclosing Party

Date

Date

Signature

Signature



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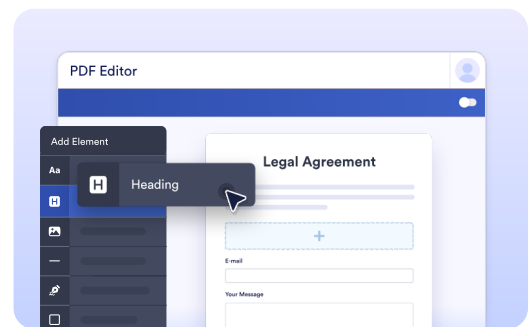
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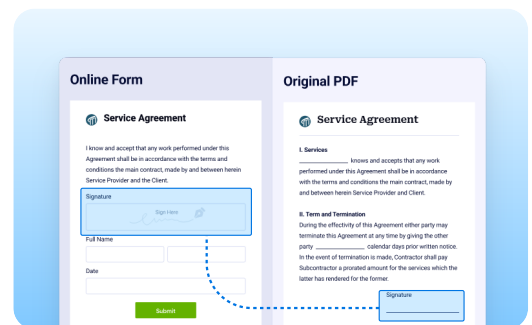
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