

## **NON DISCLOSURE AGREEMENT**

In the course of their dealings with each other, the undersigned parties may, from time to time, disclose certain technical and business information which is proprietary and confidential to the disclosing party. This will confirm the Agreement and understanding of the undersigned as follows:-

- 1 All confidential and proprietary information which is subject to the terms and conditions of this Agreement shall be marked by the disclosing party as "confidential".
- 2 Except as provided in paragraph 3 below, the party which receives such confidential or proprietary information from the other party agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential or proprietary information so received, and shall not make use of such information, without the prior written consent of the disclosing party. Such confidential and proprietary information may be disclosed only to such of the employees of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving party.
- 3 The obligations set forth in paragraph 2 above shall not in any way restrict or impair the right of the receiving party to disclose or use any information which:
  - a) at the time of disclosure is published or is otherwise in the public domain,
  - b) which after disclosure becomes part of the public domain otherwise than through a breach of this Agreement by the receiving party,
  - c) which was known to the receiving party prior to receipt from the disclosing party, provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by the other party, or
  - d) which is lawfully disclosed to the receiving party by a third party (other than employees or agents of either party).
- 4 The secrecy of the confidential or proprietary information disclosed pursuant to this Agreement shall be maintained until such time as the information becomes available in the public domain.
- 5 The receiving party undertakes not to copy samples, models, drawings or other documents furnished hereunder unless it is expressly permitted by the disclosing party in each case.
- 6 All samples, models, drawings and other documents furnished hereunder or copied pursuant to paragraph 5 shall remain the property of the disclosing party and shall be promptly returned by the receiving party when the preparations are finalised or upon request from the disclosing party.
- 7 Except as provided herein, no right or license whatsoever, either expressed or implied, is granted to either party pursuant to this Agreement under any patent, patent application, or other proprietary right now or hereafter owned or controlled by the other party.

This agreement has been signed by the parties in two identical copies of which each party has taken one.

IN WITNESS HEREOF, the parties have duly executed this Agreement

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**DISCLOSING PARTY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_

**RECEIVING PARTY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_