

# NON-DISCLOSURE AGREEMENT



This Agreement (The “**Agreement**”) is entered into on this .....day of.....by and between....., located at.....( the “**Disclosing Party**”), and .... with an address at.....(the “**Recipient**” or the “**Receiving Party**”).

## 1. Definitions

1.1. Disclosing Party shall mean the Party providing confidential information to the Receiving Party pursuant to this Agreement.

Receiving Party shall mean the Party to which confidential information is disclosed by the Disclosing Party pursuant to this Agreement.

Depending on the context, “Disclosing Party” or “Receiving Party” can refer to either the Company.

1.2. Confidential information includes all information which:

- (i) is disclosed to the Receiving Party, its employees, authorized representatives and advisers by the Disclosing Party, its employees, authorized representatives and advisers or other third parties, before or after concluding this Agreement, in any form including, without limitation, in writing or in visual or electronic form or in magnetic or digital form, (including electronic media), or is disclosed verbally and determined as confidential by the Disclosing Party by verbal notification;
- (ii) in respect of which the Disclosing Party undertakes all necessary measures to ensure its confidentiality.

1.3. Information is deemed to be not confidential if:

- (i) it was on legal grounds known to the Receiving Party upon disclosure of such information by the Disclosing Party, or
- (ii) it is widely known and constitutes publicly available information at the moment of its disclosure by the Disclosing Party, or
- (iii) can not be classed as confidential under law.

## 2. Use of Confidential information

2.1. Confidential Information may be used by the Receiving Party only within the framework of the Permitted Purpose.

2.2. With due consideration for the Permitted Purpose the Disclosing Party shall provide confidential information which is valid, reliable and complete. The Receiving Party shall use the confidential information without verifying it.

### **3. Disclosure**

3.1. The Receiving Party shall have the right to disclose confidential information (without first receiving preliminary consent from the Disclosing Party) to the following persons:

- (i) employees and authorized representatives, for use only within the framework of the Permitted Purpose;
- (ii) insurers and legal advisors engaged in a potential or actual dispute connected with this Agreement;
- (iii) subcontractors and consultants who are directly concerned with the Permitted Purpose, provided that
  - a) the above persons are informed by the Receiving Party of the confidential nature of the information conveyed;
  - b) these persons will take adequate measures to guarantee the confidentiality of the information received.
- (iv) IT and other services that may have access to Confidential Information subject to such providers undertake contractual obligations to keep Confidential Information confidential and each employee of such service providers that may have access to Confidential information undertakes personal obligation to keep Confidential Information confidential;
- (v) State authorities authorized under law to ask for such information on the basis of a request. That said, prior to such disclosure, the Receiving Party shall be obliged to notify the Disclosing Party about the above request and the confidential information to be disclosed under the request, provided such notification is not prohibited under law; if such prior notification is not possible, the Receiving Party shall notify the Disclosing Party about such request as soon as possible.

3.2. The Receiving Party shall not provide access to confidential information received from the Disclosing Party under this Agreement to any other third party not listed in item 3.1 hereof without prior written consent from the Disclosing Party.

### **4. Safeguarding confidential information**

4.1. The Receiving Party shall undertake to take reasonable and adequate measures to safeguard the confidentiality of any confidential information disclosed to it, in keeping with professional standards, best practice, and the requirements of law.

4.2. The Receiving Party shall advise its employees to whom confidential information is disclosed of its obligations hereunder and shall undertake to ensure their compliance with the confidentiality obligations with respect to the confidential information conveyed under this Agreement.

4.3. The Receiving Party shall immediately notify the Disclosing Party about any unauthorized disclosure made by the Receiving Party, or when it becomes aware of any such unauthorized disclosure or threat of unauthorized use or receipt of confidential information.

### **5. Title**

5.1. The Disclosing Party shall remain the owner of confidential Information and the owner of the data carriers containing confidential Information transferred to the Receiving party under this Agreement. This Agreement, any disclosure of the confidential Information or transfer of the data carriers containing the confidential information hereunder shall not mean the transfer by the Receiving Party of any right with regard to the confidential information and such data carriers.

## 6. Information & Document Exchange

6.1. Within the framework of the Agreement the Parties may use electronic mail for information exchange to the agreed email addresses. Since no electronic security measures can completely safeguard information from being damaged or intercepted (as well as from other potential adverse consequences), a Party which refuses to accept any potential risks connected with electronic means of communication shall notify the other Party to this effect in writing.

6.2. The Parties shall not be liable for any negative consequences arising from the use of electronic media and storage of the confidential information in electronic databases of the Parties, except for those instances when the transmitting Party was duly notified that the receiving Party refused to accept potential risks related to electronic communication and storage.

6.3. The Parties agree that the exchange of information shall be made to the following e-mail addresses of the Parties:

**For the Company & Email:**

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

**Disclosing Party**

By.....

Name:

Title:

**Receiving Party**

By .....

Name:

Title: