**NON-DISCLOSURE AGREEMENT**

**THIS** Non-Disclosure Agreement (this “Agreement” or this “Non-Disclosure Agreement”) is between the\_name\_of\_the\_disclosing\_party, having its principal place of business at the\_address\_of\_the\_disclosing\_party (the “Disclosing Party”), and the\_name\_of\_the\_receiving\_party, having its principal place of business at the\_address\_of\_the\_receiving\_party (the “Receiving Party”).

**WHEREAS**, through this Non-Disclosure Agreement, the\_name\_of\_the\_disclosing\_party and the\_name\_of\_the\_receiving\_party have entered into a relationship by which the\_name\_of\_the\_receiving\_party may be exposed to certain confidential information of the\_name\_of\_the\_disclosing\_party, in which it has an interest in protecting.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, the\_name\_of\_the\_disclosing\_party and the\_name\_of\_the\_receiving\_party (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**1. DEFINITIONS**

For the purposes of this Non-Disclosure Agreement, the following terms are defined:

1. “*Trade Secret*” means all information possessed by or developed for the\_name\_of\_the\_disclosing\_party to which all the following apply: (i) the information derives independent economic value from not being generally known and (ii) the\_name\_of\_the\_disclosing\_party takes reasonable precautions to prevent such information from being disclosed to the public.
2. “*Confidential Information*” means information, to the extent it is not a Trade Secret, which is possessed by the\_name\_of\_the\_disclosing\_party and which relates to the\_name\_of\_the\_disclosing\_party, including, without limitation, for example: business plans, strategies, existing or proposed bids, costs, technical developments, financial or business projections, investments, marketing plans, or training information, materials, and examples of confidential information.

**2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Except as required to further the relationship between the\_name\_of\_the\_disclosing\_party and the\_name\_of\_the\_receiving\_party or as expressly authorized in writing on behalf of the\_name\_of\_the\_disclosing\_party, the\_name\_of\_the\_receiving\_party shall not disclose, directly or indirectly, any Confidential Information during the period of his/her relationship with the\_name\_of\_the\_disclosing\_party or any time after the termination of such relationship.

**3. TRADE SECRETS**

Throughout the duration of this Non-Disclosure Agreement and the\_name\_of\_the\_receiving\_party’s business relationship with the\_name\_of\_the\_disclosing\_party and any time after the termination of such relationship, the\_name\_of\_the\_receiving\_party shall do what is reasonably necessary to prevent unauthorized disclosure of the\_name\_of\_the\_disclosing\_party’s Trade Secrets. Further, after the termination of the any such relationship, the\_name\_of\_the\_receiving\_party shall not use or disclose the\_name\_of\_the\_disclosing\_party’s Trade Secrets as long as they remain Trade Secrets.

**4. EXCEPTIONS**

The provisions of Sections 2 and 3 above will not be deemed to prohibit any disclosure that is required by law or court order, however the\_name\_of\_the\_receiving\_party agrees to provide the\_name\_of\_the\_disclosing\_party with reasonable prior notice and an opportunity to contest or minimize such disclosure.

**5. RETURN OF DOCUMENTS**

Immediately upon termination of the relationship between the\_name\_of\_the\_disclosing\_party and the\_name\_of\_the\_receiving\_party, the\_name\_of\_the\_receiving\_party shall return to the\_name\_of\_the\_disclosing\_party any documents pertaining to the Confidential Information or Trade Secrets which are in the\_name\_of\_the\_receiving\_party’s possession.

**6. REPRESENTATIVE ACKNOWLEDGMENTS**

the\_name\_of\_the\_receiving\_party acknowledges that:

1. this Agreement has been specifically bargained between the parties and reviewed by the\_name\_of\_the\_receiving\_party,
2. the\_name\_of\_the\_receiving\_party has had an opportunity to obtain legal counsel to review this Agreement, and
3. the covenants made by and duties imposed upon the\_name\_of\_the\_receiving\_party hereby are fair, reasonable and minimally necessary to protect the legitimate business interests of the\_name\_of\_the\_disclosing\_party,
4. such covenants and duties will not place an undue burden upon the\_name\_of\_the\_receiving\_party’s livelihood in the event of termination of the\_name\_of\_the\_receiving\_party’s business relationship with the\_name\_of\_the\_disclosing\_party and the strict enforcement of the covenants contained herein, and
5. any breach of this Agreement will cause substantial and irreparable harm to the\_name\_of\_the\_disclosing\_party for which money damages would be an inadequate remedy.

**7. VENUE**

This Non-Disclosure Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the laws of the\_governing\_law.

**IN WITNESS WHEREOF**, each of the Parties has executed this Non-Disclosure Agreement, both Parties by its duly authorised officer, as of the day and year set forth below.