

# Non-Disclosure Agreement

Start date: \_\_\_\_\_

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**Main Agreement.** This Non-Disclosure Agreement is issued under and is subject to all the terms and conditions of the Service agreement, dated as of \_\_\_\_\_, between the Customer and the Contractor.

## 1. Confidentiality

**Confidential information.** The parties acknowledge that all the non-public, business information that will become known to them because of the conclusion or performance of the Services agreement must be considered confidential.

**Excluded Information.** The restrictions of this agreement on the use and disclosure of Confidential Information will not apply to information that without the breach of this agreement:

- is already known to the receiving party,
- is or becomes publicly known,
- is or subsequently comes into the possession of the receiving party from a third party, or
- is independently developed by the receiving party without the use of Confidential Information.

**Non-disclosure.** Within the term of this agreement and 3 years after its termination, the parties undertake not to disclose Confidential Information to third parties and not to use it for any purpose besides the proper performance of the agreement.

**Burden of Proof.** The receiving party will have the burden of proof relating to all exceptions to the definition of Confidential Information.

## 2. Use of information

**Limitation on use.** The receiving party may only use the Confidential Information in accordance with the terms of this agreement and solely for the purpose of fulfilling the terms of the Main agreement.

**Standard of Care.** The receiving party will exercise reasonable care to protect the Confidential Information from any loss or unauthorized disclosure.

**Return or Destruction of Confidential Information.** On the expiration or termination of this agreement, or on the disclosing party's request, the receiving party shall

- promptly return to the disclosing party all Confidential Information provided by the disclosing party,

- destroy all copies it made of Confidential Information,
- and if requested by the disclosing party, deliver to the disclosing party a certificate executed by the receiving party confirming compliance with the return or destruction obligation under this section.

### 3. Disclosure

**Notification of Disclosure.** The receiving party shall promptly notify the disclosing party if it discovers any loss or unauthorized disclosure of Confidential Information.

**Permitted Disclosure.** With prior written consent of the disclosing party, the receiving party may disclose Confidential Information to the receiving party's officers, directors, employees, affiliates, or representatives who

- need-to-know Confidential Information to provide services under Main agreement;
- have been informed of the confidentiality obligations of this agreement, and
- agree to comply to the terms of this agreement.

**Required Disclosure.** The receiving party may disclose Confidential Information only to the extent necessary to satisfy the officials' request, if it is compelled by law. Prior disclosure the receiving party must:

- provide the disclosing party with prompt written notice;
- cooperate with the disclosing party to apply appropriate remedy.

### 4. Non-solicitation

**Non-solicitation term.** During the period from the Start date and 2 years after the termination of this agreement, neither party must personally or on behalf of third parties solicit, hire nor encourage leaving an employment any person who is the employee or contractor of the other party. If any employee or contractor independently requests any party about a job, then the latest must immediately suspend such a request and send a notice to another party.

**Breach of non-solicitation.** The parties agree that breach of the non-solicitation clause may cause irreparable harm and entitles the injured party to claim fair damages, in addition to any other legal or equitable remedies available to it.

### 5. Remedies

The parties agree that a breach of the obligations in this agreement may cause irreparable harm and entitles the disclosing party to claim fair damages, in addition to any other legal or equitable remedies available to it.

## 6. General Provisions

**Entire Agreement.** This agreement represents the entire understanding between the parties with respect to its subject and supersedes any previous communication or agreements that may exist.

**Amendment.** This agreement can be amended only by a writing signed by both parties.

**Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

**Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws of \_\_\_\_\_.

**Waiver.** The failure or neglect by a party to enforce any of the rights under this agreement will not be deemed to be a waiver of that party's rights.

**Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

## 7. Signatures

### Customer

Company ID:

Address:

Email:

Representative:

Title:

---

### Contractor

Company ID:

Address:

Email:

Representative:

Title:

---