

# Non-Disclosure Agreement

Dated:

Customer:

Contractor:

## 1. Confidentiality

**Exchange of Information.** The parties agree to exchange Confidential Information for the purpose  (the “Purpose”) in accordance with this Agreement.

**Confidential Information.** “Confidential Information” means all material, non-public, business-related information, written or oral, whether or not it is marked that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation.

**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 if the information is:

- 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.

**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

**Confidentiality Obligation.** The receiving party will hold Confidential Information in Confidence.

**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.

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

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

**No Modification of Confidential Information.** The receiving party will not copy, decompile, modify, reverse engineer, or create derivative works out of any Confidential Information without the disclosing party's written consent.

**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.

**Required Disclosure Notification of Disclosure.** The receiving party may disclose Confidential Information if it is compelled by Law to disclose any Confidential Information if the receiving party

- provides the disclosing party with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement,
- cooperates with the disclosing party to obtain a protective order or another appropriate remedy.

**Limited Disclosure.** If the parties cannot obtain a protective order, another appropriate remedy, or otherwise fail to quash the legal process requiring disclosure, the receiving party may disclose the requested Confidential Information only to the extent necessary to satisfy the Request.

**Permitted Disclosure.** The receiving party may disclose Confidential Information if and to the extent that the disclosing party consents in writing to such disclosure, or to the receiving party's officers, directors, employees, Affiliates, or representatives who

- need-to-know that Confidential Information in furtherance of the Purpose.
- have been informed of the confidentiality obligations of this agreement, and
- agree to abide and be bound by the provisions of this agreement.

**Term of Confidentiality Trade Secrets.** In connection with Confidential Information that

constitutes a trade secret, the obligation of confidentiality will continue until that information is no longer a trade secret.

**Other Confidential Information.** In connection with all other Confidential Information, the obligations of this agreement will begin on the Effective Date and continue for a period of **3 Years**.

**Ownership of Confidential Information.** Each party will retain all interest and proprietary rights in the Confidential Information it discloses, and any information or materials, including Confidential and non-Confidential Information, and Intellectual Property, it or the other party derives from the Confidential Information it discloses.

### 3. Non solicitation

**Mutual Non-Solicitation of Employees and Customers.** During the period starting on the Effective Date and ending **3 years** after the termination or expiration of this agreement (the “Non-Solicitation Period”), neither party will directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director, or employee to leave the other party, or solicit or accept, or attempt to solicit or accept, the business of any customer, consultant, or patron of the other party.

### 4. Permitted Hiring and Business

**Voluntary Contacts.** Each party may employ or accept the business of the other party’s officers, directors, employees, customers, consultants, or patrons who contact the party on their own initiative without any direct or indirect solicitation or encouragement by the party.

**Former Employees.** Each party may employ any former officer, director, or employee of the other party whose employment with the other party has been terminated.

**Former Customers.** Each party may do business with any former customer, consultant, or patron of the other party who no longer does business with the other party.

### 5. Remedies

**Acknowledgment of Irreparable Harm.** The parties acknowledge that a breach or threatened breach of the obligations in this agreement would result in irreparable harm to the non-breaching party that cannot be adequately relieved solely by monetary damages.

**Intent to Allow for Equitable Remedies.** Accordingly, the parties intend, and hereby agree that after such breach, the non-breaching party may request from a court any applicable equitable remedies, including injunctive relief, without the need to post any security.

## 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.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

**Notices.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

**Receipt of Notice.** A notice given under this agreement will be effective on

- the other party's receipt of it, or
- if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

**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 England and Wales.

**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.

This agreement has been signed by the parties.

7. Signatures

Customer

Company Name

Company ID:

Address:

Email:

Contractor

OSSystem

Company ID:

Address:

Email: