



[Signer.Company]  
[Signer.StreetAddress]  
[Signer.City], [Signer.State] [Signer.PostalCode]  
[Signer.Country]

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# Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is executed on [Date.Today], by and between:

**[Signer.Company]**, a company having its registered office at [Signer.StreetAddress], [Signer.City], [Signer.State] [Signer.PostalCode] [Signer.Country], acting through its Authorised Signatory (hereinafter referred to as "the Company," which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in title, holding company, subsidiaries, affiliates, agents, employees, legal representatives and permitted assigns) of the FIRST PART;

AND

**[Consultant.Company]** ([Consultant.FirstName] [Consultant.LastName]), having its registered office at acting through, [Consultant.StreetAddress], [Consultant.City], [Consultant.State] [Consultant.PostalCode], [Consultant.Country], its Authorized Signatory (hereinafter referred to as "Consultant," which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in title, holding company, subsidiaries, affiliates, agents, employees, legal representatives, and permitted assigns) of the OTHER PART.

WHEREAS, the Company and the Consultant are considering entering into a business arrangement according to which Consultant would be providing services to the Company for **[Consultant.Services]** (hereinafter referred to as "Business Arrangement")

AND WHEREAS prior and after entering into the Business Arrangement, the Company or any of its representatives may disclose to the Consultant either directly or indirectly, or the Consultant may ascertain, gather or learn, by the Business Arrangement with the Company, or the Consultant might have access to, in any other way, certain information that is considered confidential and proprietary as defined below (hereinafter collectively referred to as "Proprietary Information");

AND WHEREAS, the Company desires that all Proprietary Information be subject to the confidentiality and non-disclosure restrictions imposed by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and premises set forth herein, this Agreement witnesseth as under:

1. The term "Proprietary Information" as used in this Agreement shall include all information of the Company, its customers, its customers' clients, its vendors, employees and other associates, whether electronic, website-based, or other form, that is not known by, or generally available to, the public at large and that concerns the business, financial affairs or technology of the Company or any of its customers, including but not limited to commercial, financial, technical information and know-how, databases, documents, internal controls, data processing programs, software, drawings, designs, copyrights, trademarks, names, ideas, applications, routines, subroutines, techniques and systems, pricing structures, names and/or details of the customers and employees, vendors lists and records, costs, pricing and other business strategies, marketing plans and programs, business plans and methods of operation and proposed methods of operation, accounts, transactions and proposed transactions, and security procedures.
  - The term "Proprietary Information" also includes any notes, summaries, analyses, or other material derived from such Proprietary Information. It also comprises all information about any transaction as contemplated or arising out of this Agreement or any other agreement between the parties, including the terms of this Agreement and other agreements.
2. This Agreement is entered into to assure the protection and preservation of Proprietary Information of the Company.
3. This Agreement shall be effective from the date of execution of this Agreement and shall survive the expiry or termination of the Business Arrangement between the Company and the Consultant.
4. The Consultant understands and acknowledges that the Proprietary Information has been/shall be developed or obtained by the Company by investing significant time, effort, and expense and is a valuable, special and unique asset that provides it with a significant competitive advantage. The Consultant understands and acknowledges that Proprietary Information could be harmful to the Company's business interests. Therefore, the Consultant agrees and undertakes that:
  - (a) The Consultant shall treat all the Proprietary Information as confidential, regardless of when it is disclosed or obtained and regardless of the form in which it is disclosed or obtained;
  - (b) Immediately upon receipt of any Proprietary Information, the Consultant shall take steps for its safe custody. The Consultant shall keep all materials containing Proprietary Information in a safe and secure place at all times.
  - (c) The Consultant will hold all Proprietary Information in the strictest confidence, will exercise the same degree of care, and maintain the same adequate security measures to

safeguard the Proprietary Information from unauthorized access, use, and misappropriation as it maintains with its own similar information that it does not wish publicly to disclose, publish or disseminate (which shall in no event be any less than reasonable care), and will not, without the Company's prior written consent, copy, reproduce, modify, alter or disclose to any third party any Proprietary Information, in whole or in part.

- (d) To notify the Company promptly of any unauthorized use, copying, or disclosure of the Proprietary Information when the Consultant becomes aware and provides all reasonable assistance to the Company to terminate such unauthorized use or disclosure (or both).
  - (e) The Consultant will not, without the prior written consent of the Company, use any portion of the Proprietary Information for any purpose other than in the course of providing the services under the agreed Business Arrangement or in any way which would be harmful to the Company.; and
  - (f) The Consultant will restrict the dissemination of the Proprietary Information to only those persons within its organization who are directly involved in the provision of services under the Business Arrangement and who are required to be made aware of such Proprietary Information; provided, however, that Company shall disclose such information only on a need to know basis; provided, further, that all persons, to whom such disclosures are made shall agree to keep the information strictly confidential and to abide by the terms hereof.
5. The foregoing shall not prohibit or limit the Consultant's use, disclosure, reproduction, or dissemination of Proprietary Information, which:
- (a) is or becomes public domain information or material through no fault or breach on the part of the Consultant;
  - (b) is, on written advice of counsel, required to be disclosed by law or legal process, after prior written notice has been given to the Company;
  - (c) as demonstrated by the written records of the Consultant, was already lawfully known (without restriction on disclosure) to the Consultant before such information being disclosed to the Consultant by the Company, or any representative of the Company; or
  - (d) has been or is hereafter rightfully furnished to the Consultant without restriction on disclosure by a third party lawfully in possession thereof, provided that in this case, the Consultant promptly notifies the Company, in writing, of the circumstances establishing the exception.
6. Company shall presume that any Proprietary Information in possession of the Consultant that has been disclosed to it by the Company or any representative of the Company does not fall within any of exceptions (a) or (d) above, and the onus is on the Consultant to prove otherwise through records and documentation.

7. All Proprietary Information (including tangible copies and computerized or electronic versions and summaries thereof) shall remain the company's property. The Consultant shall not reproduce it in whole or in part without the Company's written consent. The Company reserves the right to retain with itself the Proprietary Information, in part or whole, at any point of time, period, or occasion, before, after, or during the course of this Agreement.
8. For any work performed by the Consultant till, the Company shall own and, to the extent permissible under applicable law, the Consultant shall assign to the Company all proprietary rights in all such work or in any inventions conceived or reduced to practice by the Consultant in the course of performing services for the Company and in any other works of authorship fixed in a tangible means of expression by the Consultant in the course of performing services for the Company. If requested by the Company, the Consultant will sign documents and otherwise assist the Company at the Company's cost, perfecting such ownership, obtaining patents, and registering copyrights.
9. This Agreement shall not be construed as granting or conferring any rights to the Consultant expressly or implicitly in the Proprietary Information. No license, express or implied, by estoppel or otherwise, under any trade secret right, trademark, patent, copyright, or other proprietary rights which is now or may hereafter be owned by the Company, is granted by the disclosure of any information under this Agreement.
10. The Consultant understands and acknowledges that Company shall provide the information on an "AS IS" basis. Neither the Company nor any of its employees, officers, agents, or advisors is making any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information and that neither the Company nor any of its employees, officers, agents or advisors will have any liability to any person resulting from any use of the Proprietary Information.
11. The Consultant agrees that at any time during the continuance of the Business Arrangement, or upon the termination of the Business Arrangement, or at any time upon the request of the Company, the Consultant will promptly:
  - (a) return or destroy, at the option of the Company, all originals, and copies of all documents and materials containing the Company's Proprietary Information;
  - (b) deliver or destroy, at the option of the Company, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions, and other documents or materials, whether in writing or machine-readable form, prepared by it or under its direction or at its request from the documents and materials referred to in subparagraph (a); and
  - (c) provide a notarized written statement to the Company, certifying that all documents and materials referred to in subparagraphs (a) and (b) have been delivered to the Company or destroyed, as requested by the Company.
12. The Consultant agrees and acknowledges that any breach of this Agreement by the

Consultant would cause the Company irreparable harm for which monetary damages would be inadequate. Accordingly, the Company will be entitled to seek equitable relief and claim injunctive relief and damages, including consequential, special, indirect damages whether in contract, strict liability, tort, or otherwise, to remedy any threatened or actual breach of this Agreement from the Consultant. The Consultant agrees to indemnify and hold harmless the Company from the aforesaid claims, including all claims of third parties related to the breach of this Agreement and wrongful disclosure of third parties' confidential information.

13. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
14. The Consultant agrees that the Company may, upon reasonable notice, examine the Consultant's procedures and policies to ensure compliance with the provisions of this Agreement.
  - Additionally, without the prior written consent of the Company, the Consultant agrees not to issue or release any articles, advertising, publicity, or other matter relating to any Proprietary Information (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the Company, except as may be required by law and then after providing the Company with an opportunity to review and comment thereon.
15. This Agreement contains and sets forth the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous written or oral agreements and no subsequent oral agreements between the parties regarding the subject matter shall be binding upon the parties.
16. Nothing in this Agreement shall be construed to impose an obligation on the Company to exchange Proprietary Information or purchase, sell, license, transfer or otherwise make use of any technology, services, or products.
17. No failure or delay on the part of the Company in exercising any of the rights, powers, or privileges available to the Company under this Agreement or otherwise shall be deemed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver of compliance with the terms of this Agreement must be in writing and signed by the duly authorized representative of the Company.
18. All notices, returns of material, requests, consents, and other communications required, permitted or desired to be given hereunder to be served upon or given to the parties hereto shall be deemed duly served and given when received after being sent by confirmed facsimile transmission or delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, addressed at the address aforementioned.
19. The laws of [Signer.Country] shall govern this Agreement, without regard to conflict of laws principles, which might result in applying the laws of another jurisdiction. All matters

- concerning these presents shall be subject to the exclusive jurisdiction of [Signer.State] Courts.
20. If any one or more of the provisions contained in this Agreement is or are held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the operation, construction, or interpretation of any other provision of this Agreement. Such provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.
  21. This Agreement does not create a partnership, joint venture, agency, or any other business relationship between the parties. This Agreement will not be assignable or transferable without the prior written consent of the other party. All additions or modifications to this Agreement must be made in writing and signed by both the Parties.
  22. The Consultant acknowledges that the Company enters into this Agreement for itself and as agent for its subsidiaries, holding companies, or other subsidiaries of any holding company. Any losses sustained by any of those subsidiaries or holding companies as a result of Consultant's failure to perform its obligations under this Agreement shall be treated as losses sustained by the Company, which shall be entitled to pursue the remedies provided for in and by this Agreement in respect of such failure.
  23. The Consultant will not, for the period of Business Arrangement and twelve (12) months thereafter, solicit employment, nor offer employment to any person currently employed by the Company. This Section 23 shall not prohibit the Consultant from employing any person currently employed by the Company who seeks employment with the Consultant on that person's own initiative or responds to a bona fide advertisement about a vacant position of the Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [Date.Today].

**[Signer.FirstName] [Signer.LastName]**

[Signer.Title]

[Signer.Company]

**[Consultant.FirstName] [Consultant.LastName]**

[Consultant.Title]

[Consultant.Company]