

Non-Disclosure Agreement

March 14, 2022



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Evaluation Copy

1. Parties

- 1.1. <Enter the full business name, business number or other identification numbers, full postal address, primary phone number, and primary email address of the disclosing party.>, (the "*Disclosing Party*"); and
- 1.2. <Enter the full business name, business number or other identification numbers, full postal address, primary phone number, and primary email address of the receiving party.>, (the "*Receiving Party*"),
- 1.3. Collectively referred to as the "*Parties*".

2. Recitals

- 2.1. The *Receiving Party* understands and agrees that the *Disclosing Party* has disclosed or may disclose all and any information of any type, form, or characteristic, verbally or in writing, to be proprietary and confidential, which to the extent previously, presently, or subsequently disclosed to the *Receiving Party* is hereinafter referred to as "*Proprietary Information*" of the *Disclosing Party*.

3. Operative Provisions

- 3.1. In consideration of the disclosure of *Proprietary Information* by the *Disclosing Party*, the *Receiving Party* hereby understands and agrees: (i) to hold the *Proprietary Information* in strict confidence and to take all reasonable precautions to protect the proprietary and confidential status of the *Proprietary Information* (including, without limitation, all precautions the *Receiving Party* employs with respect to its own proprietary information), (ii) not to disclose any such *Proprietary Information* or any information derived therefrom to any third party, (iii) not to make any use whatsoever at any time of such *Proprietary Information* except to internally evaluate its relationship with the *Disclosing Party*, and (iv) not to employ, exploit, copy, or reverse engineer any such *Proprietary Information*. The *Receiving Party* shall procure that its employees, agents, and sub-contractors to whom *Proprietary Information* is disclosed or who have access to *Proprietary Information* sign a non-disclosure or similar agreement in content substantially similar to this *Agreement*.
- 3.2. Without granting any right or license, the *Disclosing Party* understands and agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the *Receiving Party* can document (i) is or becomes (through no improper action or inaction by the *Receiving Party* or any affiliate, agent, consultant, or employee) generally available to the public, or (ii) was in the possession of the *Receiving Party* or known by the *Receiving Party* prior to receipt from the *Disclosing Party* as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to the *Receiving Party* by a third party, or (iv) was independently developed without the use of any *Proprietary Information* of the *Disclosing Party*. The *Receiving Party* may make disclosures required by law or court order provided the *Receiving Party* uses diligent reasonable efforts to limit disclosure and has allowed the *Disclosing Party* to seek a protective order.

- 3.3. Immediately and within no more than two business days upon the written request by the *Disclosing Party* at any time, the *Receiving Party* will return to the *Disclosing Party* all *Proprietary Information* and all documents or media containing any such *Proprietary Information* and any and all copies or extracts thereof. Where such *Proprietary Information* is in a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
- 3.4. The *Receiving Party* understands and agrees that nothing herein (i) requires the disclosure of any *Proprietary Information* or (ii) requires the *Disclosing Party* to proceed with any transaction or relationship.
- 3.5. The *Receiving Party* further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the *Disclosing Party*, or by any of its respective directors, officers, employees, agents, or advisers, as to, or in relation to, the accuracy or completeness of any *Proprietary Information* made available to the *Receiving Party* or its advisers; the *Receiving Party* is responsible for making its own evaluation of such *Proprietary Information*.
- 3.6. The failure of either party to enforce its rights under this *Agreement* at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this *Agreement* is held to be illegal or unenforceable, then neither the validity nor the enforceability of the remainder of this *Agreement* shall be affected. Neither party shall assign or transfer all or any part of its rights under this *Agreement* without the other party's consent. This *Agreement* may not be amended for any other reason without the prior written agreement of both *Parties*.
- 3.7. This *Agreement* constitutes the entire understanding between the *Parties* relating to the subject matter hereof unless any representation or warranty made about this *Agreement* was made fraudulently and, unless expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.
- 3.8. This *Agreement* shall be governed by the laws of the jurisdiction in which the *Disclosing Party* is located (or if the *Disclosing Party* is based in more than one country, the country in which its headquarters are located) (the "*Territory*") and the parties agree to submit disputes arising out of or in connection with this *Agreement* to the non-exclusive of the courts in the *Territory*.

4. Agreement Acceptance

For Disclosing Party:

For Receiving Party:

Signature

Signature

Title

Title