

Non-Disclosure Agreement

January 1, 2017



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1. Parties

- 1.1. <Enter the full business name, business number or other identification number, 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 number, 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/or 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/or 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 evaluate internally 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 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 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 consent of the other party. 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