

# Non Disclosure Agreement

## Parties

1. \_\_\_\_\_ ("Discloser")
2. \_\_\_\_\_ ("Recipient")

## Confidential Information

"Confidential Information" means information relating to;

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but excludes information in or which becomes part of the public domain, information known to **Recipient** or information lawfully provided to **Recipient** by a third party.

## Purpose

"Purpose" means determining whether Recipient wishes to participate with **Discloser** in the exploitation of the **Confidential Information** on terms to be agreed.

## Terms

1. **Discloser** agrees to supply **Recipient** with the **Confidential Information**.
2. **Recipient** agrees to hold the **Confidential Information** in trust and confidence and agrees that it shall be used only for the contemplated **Purpose** and shall not be used for any other purpose or disclosed to any third party, other than professional advisors bound by the terms of this agreement.
3. **Recipient** agrees to protect and preserve the confidential nature of the **Confidential Information** and to assist **Discloser** to identify and restrain any breach of confidence.
4. **Recipient** acquires no proprietary rights in the **Confidential Information** by this agreement and at the conclusion of any discussions, or upon demand by **Discloser**, all **Confidential Information** and copies thereof shall be returned to **Discloser**.
5. Both the **Discloser** and the **Recipient** acknowledges each retains ownership of all intellectual property rights in it **Confidential Information** and grants no rights other than the right to use the **Confidential Information** for the **Purpose** for the term of this agreement.
6. The term of these obligations is 3 year from the date of this agreement.

## AGREED AND ACCEPTED BY:

\_\_\_\_\_  
(Discloser)

\_\_\_\_\_  
(Recipient)

\_\_\_\_\_  
(Date)