



Non-Disclosure Agreement



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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as “**Party 1**”
2. The party identified in the Schedule and hereinafter referred to as “**Party 2**”

PREAMBLE:

- A. The parties intend to enter into discussions to identify opportunities for a possible business relationship between them.
- B. In the course of such discussions it is expected that information of a confidential and proprietary nature will be disclosed by each party to the other, the unauthorized disclosure of which may cause irreparable harm.
- C. To facilitate the exchange of information during such discussions the parties have entered into this Agreement to specify the restrictions on the use and disclosure of such information.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“**Agreement**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“**Confidential Information**” includes, but shall not be limited to, any trade secrets, proprietary information, technical information, specifications, sales and marketing information, market surveys, financial and accounting details, procedure and reference manuals, data, drawings, reports, accounts and all other information, documents and things disclosed by either party to the other during the course of their discussions unless the party making such disclosure expressly indicates otherwise.