



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 “**the Information Provider**”
2. the party identified in the Schedule and hereinafter referred to as “**the Information Receiver**”

PREAMBLE:

- A. The Information Provider has been requested by the Information Receiver to provide it with the Confidential Information described in the Schedule for the purposes stated in the Schedule.
- B. The Information Provider has agreed to provide the Confidential Information and the Information Receiver has agreed to receive it on the terms and conditions set out herein.

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 the information described in the Schedule and 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 the Information Provider to the Information Receiver unless expressly indicated otherwise.