

MUTUAL NON-DISCLOSURE AGREEMENT

This **AGREEMENT** is made this *[Date of agreement]*.

BETWEEN

[Client name and address]

And

hedra Limited, 8-9 Marino Mart, Fairview, Dublin 3, Dublin, D03 P590, Ireland.

WHEREAS the Parties desire to assure the confidential and proprietary status of information which may be disclosed to each other in connection with their pursuit of certain business opportunities, the Parties agree as follows:

- In this Agreement,
 - Information** means communications or data including, but not limited to, business information, marketing plans, technical or financial information, customer lists or proposals, sketches, models, samples, computer programs or documentation, drawings, specifications, whether conveyed in oral, written, graphic, or electromagnetic form or otherwise.
 - Party** means either entity executing this Agreement and any subsidiary, division, affiliate, or parent company or subsidiary of the parent company of such entity.
 - Proprietary Information** means information owned or possessed by a Party that it desires to protect as confidential against unrestricted disclosure or improper competitive use, and that is designated as such in the manner provided by this Agreement.
- Any Information provided in a tangible form shall be marked by the Disclosing Party in a manner to indicate that it is considered proprietary or confidential. Any Information provided orally shall be identified by the Disclosing Party as such at the time of disclosure and confirmed as such in writing by the Disclosing Party within fourteen working days of oral disclosure.
- The Proprietary Information of the Disclosing Party will remain the property of the Disclosing Party and will be safeguarded by the Receiving Party for two years from the date of disclosure against unauthorised disclosure and will be protected at least as securely as it protects its own Proprietary Information.
- The Receiving Party agrees that any Information disclosed will be used solely for establishing a business relationship with the Disclosing Party and not for any other purpose.
- Unless written permission is obtained from the Disclosing Party, the Receiving Party agrees not to distribute, disclose or disseminate Proprietary Information to anyone except those of its own employees, agents or representatives who have a need to access the Proprietary Information. The Receiving Party agrees to inform all its employees, agents or representatives of their obligations under this Agreement. A company that at any time after the date hereof becomes an affiliate of either Party shall be deemed to be that Party's affiliate for the purposes of this Agreement and shall be bound by the terms of this Agreement.
- In the event that either Party becomes legally compelled to disclose any of the Information of the other Party, the Party will provide the other Party with prompt notice to the extent reasonably practical so that the other Party may seek, without prejudice to any and all other rights and remedies that the other Party might have, and without proof of any

special damage, an injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. In the event that such a equitable relief or other appropriate remedy is not obtained, the Party required to disclose any of the Information will furnish only that portion of the Information which the Party is advised (by opinion of counsel at the cost of the Disclosing Party) is legally required and will exercise reasonable efforts, without any obligation to incur any costs in connection therewith, to obtain reliable assurance that confidential treatment will be accorded to the Information.

7. This Agreement does not apply to information that
- is generally available to the public other than as a result of disclosure by the Receiving Party or any person to whom the Receiving Party has disclosed it;
 - is disclosed without restriction;
 - is already in the possession of the Receiving Party;
 - has been disclosed by a third party without an obligation of confidentiality;
 - is developed independently by employees of the Receiving Party;
 - is or has been disclosed pursuant to an order of a court of competent jurisdiction or by requirement of a government agency or regulatory body or by operation of law
8. Without the other Party's prior written consent, neither Party nor its agents, representatives or employees will disclose to any person the fact that the Information has been made available, that discussions are taking place between the parties, or any of the terms, conditions or other facts with respect to any such discussions.
9. Unless terminated in writing by mutual consent, the terms of this Agreement will be valid for 2 years from the date hereof.
10. Neither this Agreement nor the disclosure or receipt of Information constitutes or implies a promise or intention to make any purchase of products or services by either Party.
11. Unless expressly provided, no licence or right is granted by the Disclosing Party to the Receiving Party under any patent, trademark, copyright or any other intellectual property right.
12. No subsequent amendments, modifications or additions to this Agreement will be binding unless in writing and signed by each Party.
13. At the Disclosing Party's request, all Proprietary Information of the Disclosing Party in tangible form in possession of the Receiving Party will be returned or destroyed.
14. This Agreement is governed by Irish law and each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Ireland.

IN WITNESS this Agreement has been signed on behalf of each Party by its duly authorised representative as of the day and year set out above.

Signed on behalf of *[client]*:

Signed on behalf of hedra Limited:

[Name and function of the client representative]

[hedra Limited director]