**NON-DISCLOSURE AGREEMENT**

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| --- | --- |
| Place: | [insert information] |
| Date: | [insert information] |

This non-disclosure agreement (the **Agreement**) is entered between the following parties:

**the Company**

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| --- | --- |
| Company name: | [insert information] |
| Registration number: | [insert information] |
| Registered address: | [insert information] |
| represented by legal / authorised representative: | |
| [name and surname] | |

**The RECIPIENT**

|  |  |
| --- | --- |
| Company name / name and surname: | [insert information] |
| Registration number / identity code / date of birth: | [insert information] |
| Registered address / residential address: | [insert information] |
| represented by legal / authorised representative:[[1]](#footnote-1) | |
| [name and surname] | |

The Company and the Recipient collectively referred to as the “**Parties**” and individually a “**Party**”, conclude the following Agreement:

1. **Definitions**

The terms used in the Agreement shall have the following meanings:

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| **Confidential Information** | any information which is disclosed by the Company, either directly or by any person, including but not limited to members of governing bodies, employees, agents, advisers and other representatives of the Company to the Recipient, either orally, visually or in writing (including graphic material), whether before or after the Agreement is entered into, whether marked confidential or not, disclosed by whatever means and in any form. |
| **Penalty** | contractual penalty of EUR [number]. |

1. **Confidential Information**
   1. Confidential Information includes, without limitation:
      1. business, financial, operational, technical, administrative, marketing, planning, customer and supplier details, business opportunities and staff information relating to the Company;
      2. proprietary information, data, know-how, formulae, processes and engineering processes, strategies, designs, photographs, drawings, specifications, software, inventions, patents, technology, hardware configuration information, samples, technical literature and data or other material relating to the Company;
      3. any notes, extracts, analyses or materials prepared by or on behalf of the Recipient which are copied or derived from Confidential Information.
   2. Information is not Confidential Information if it:
      1. is or becomes generally available to the public or enters the public domain other than due to a breach of the Agreement;
      2. was lawfully and independently received by the Recipient from a third party without any obligation of confidence at the time of receipt;
      3. is declared non-confidential in writing by the Company;
      4. is required to be disclosed by applicable law or a court of competent jurisdiction, but only to the extent of such requirement and provided that the Recipient, to the extent permitted by applicable law, gives the Company notice before making such disclosure so as to afford the Company a reasonable opportunity to object to and obtain appropriate relief regarding such disclosure.
2. **Protection of Confidential Information**
   1. Recipient shall:
      1. use the Confidential Information only for the purposes it has been disclosed for;
      2. treat all Confidential Information as being strictly confidential and implement and maintain all such technical and organizational security measures as may be reasonably available (having regard to technical developments at the time) and as are appropriate in the circumstances to protect Confidential Information against unauthorised or unlawful processing, accidental loss, distribution or damage;
      3. not disclose any Confidential Information to any person, without the express prior written consent of the Company;
      4. on the Company’s request, procure confidentiality undertakings from any third party to whom Confidential Information is disclosed pursuant to the Agreement;
      5. only make physical copies of the Confidential Information to the extent strictly necessary for the Purpose;
      6. not copy or store the Confidential Information electronically or transmit it outside the Recipient's usual place of business;
      7. not, without the Company’s prior written consent, use the Confidential Information for its advantage, commercial or otherwise.
   2. Recipient shall notify the Company immediately in writing if it becomes aware that the Confidential Information has been disclosed to an unauthorised third party.
3. **Intellectual Property, no warranty**
   1. Except for the limited right to use the Confidential Information for the purposes it has been disclosed for, the Agreement does not grant the Recipient any right to such information, including to use, sell, copy or further develop such information. Recipient agrees that:
      1. all documents and other materials containing the Confidential Information, and any parts or copies of the Confidential Information, will always remain the property of the Company;
      2. the Company and/or its licensors (as applicable) will retain all intellectual property rights in the Confidential Information always and for all purposes, including the copyright in any materials produced by the Recipient relating to the Confidential Information.
   2. The Company makes no representation or warranty as to the accuracy, completeness or otherwise of the Confidential Information supplied, and the Recipient agrees that it is responsible for making its own evaluation of such information.
4. **Return of Confidential Information**
   1. Upon the Company’s written request, the Recipient must promptly:
      1. return to the Company all Confidential Information (and any copies of it) in the Recipient’s control or possession;
      2. delete and destroy all Confidential Information from any computer or data storage system into which it was entered;
      3. if required, certify that the provisions of Clauses 5.1.1 and 5.1.2 have been complied with.
5. **PENALTY AND DAMAGES**
   1. Upon the breach of the Agreement (either by the Recipient or any of its representatives) the Recipient shall pay to the Company, upon the Company’s request, the Penalty.
   2. The Penalty operates as a measure for achieving the performance and not as a substitute for the performance of the Agreement. Therefore, the payment of the Penalty shall not release the Recipient from the obligation to perform the relevant obligations set forth in the Agreement. The obligation to pay the Penalty exists regardless of the actual damage caused by the relevant breach.
   3. Before the Company becomes entitled to claim the Penalty, the Recipient must be given a reasonable term (being not more than 30 (thirty) days) to cure the respective breach and its negative consequences. In case the breach and its negative consequences are not cured entirely during the described cure period or the breach is not curable, the Company will become entitled to claim the Penalty.
   4. In case the Recipient breaches the Agreement, the Company is entitled to claim, in addition to the Penalty, compensation for any damages (including direct damages and loss of profit) caused by the breach to the extent not covered by the Penalty.
6. **Miscellaneous**
   1. In case any questions regarding the interpretation of the Agreement shall arise, the following should be taken in consideration:
      1. references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation. General terms introduced by the word “other” (or any similar term) shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things;
      2. except where the context specifically requires otherwise, words importing individuals shall be treated as importing corporations and vice versa, words importing singular shall be treated as importing plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
   2. The Agreement constitutes the full and entire understanding and agreement between the Parties regarding the subjects hereof and supersedes any agreement or understanding between the Parties prior to signing of the Agreement.
   3. In case any of the provisions of the Agreement becomes or appears to be invalid or unlawful, it shall not affect the validity, lawfulness or enforceability of the remaining provisions hereof, and the Parties shall make their best efforts to replace such provision within reasonable time with another provision that complies with the applicable laws and is the most similar to the original provision and aim of the Parties.
   4. Any amendments to the Agreement shall be made in writing and signed by the Parties.
   5. The Agreement shall be governed by the laws of the Republic of Latvia. Any disputes arising from and in connection with the Agreement shall be resolved by way of negotiations. If the Parties are not able to reach an agreement, the respective dispute or claim shall be resolved by the courts of the Republic of Latvia.
   6. The Agreement is prepared in English in 2 (two) copies, 1 (one) shall remain with the Company, 1 (one) with the Recipient.

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| On behalf of the Company:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[name and surname]** |  | On behalf of the Recipient / the Recipient:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[name and surname]** |
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1. This section should be deleted if the Recipient is a natural person. [↑](#footnote-ref-1)