

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is dated _____ 201_

BETWEEN

- 1 [Name of company], a company registered in _____, with registered number _____ whose registered office is at _____ (“Company”); and
- 2 DIDIMO S.R.L., a company registered in Argentina, with registered number CUIT: 30-71105971-3 whose registered office is at Vallejos 4469 2A, City of Buenos Aires, Argentina, (“DMO”)

WHEREAS

The parties have agreed that they may disclose Confidential Information to each other (and to specified third parties) in relation to the Business Purpose under the conditions of confidentiality set out in this Agreement.

IN CONSIDERATION of the mutual covenants and obligations contained in this Agreement **IT IS HEREBY AGREED** as follows:

1 Definitions and interpretation

1.1 For the purposes of this Agreement:

“Agreement” means these terms and conditions (including the recital) and the Schedule.

“Business Purpose” Evaluate possible agreements/projects and exchange information relating to products development (devices and technology, business plans, financial information, market research, access to finance, fund raising, company development and other technical information).

“Confidential Information” shall mean all information of the disclosing party, whether commercial, financial, technical or otherwise, disclosed to the recipient (whether disclosed orally, in documentary form, by demonstration or otherwise) in connection with the Business Purpose which is contained in any form whatsoever (including without limitation data, drawings, films, documents and computer readable media) and which either (i) is marked or otherwise designated to show expressly or by necessary implication that it is confidential or proprietary to the disclosing party, or (ii) is by its nature clearly confidential or proprietary to the disclosing party.

“Disclosing party”	means the party furnishing Confidential Information.
“IPR”	means copyright, trade marks, designs, patents, rights in databases and all other intellectual property rights, whether registered or unregistered, and howsoever arising anywhere in the world.
“Materials”	means all material containing Confidential Information furnished by or obtained from the disclosing party, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts.
“Recipient”	means the party receiving Confidential Information.

2 Disclosure

In connection with the Business Purpose it will be necessary for each party, either itself or through a third party acting as agent for it, to disclose to the other party Confidential Information of the disclosing party, which may be communicated orally, in document form, by demonstration or otherwise.

3 Mutual obligations

- 3.1 Each party undertakes in respect of Confidential Information for which it is the recipient:
- 3.1.1 to treat such Confidential Information disclosed by the disclosing party as confidential;
 - 3.1.2 not without the disclosing party’s prior written consent in each case to communicate or disclose all or any part of such Confidential Information to any person except: a) to the directors, employees and third parties engaged by the recipient who, in each case, have a reasonable need to receive the same for or in connection with the Business Purpose; b) to any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient; c) where the recipient is ordered by a court of competent jurisdiction to do so or there is a statutory or regulatory obligation to do so, in such case the recipient shall use all reasonable endeavours to first inform the disclosing party in writing before any disclosure under such order or obligation is made; and
 - 3.1.3 to ensure that all persons and bodies mentioned in Clause 3.1.2 a) are made aware, prior to the disclosure of such Confidential Information, of the confidential nature of such information, and that they owe a duty of confidence to the disclosing party and agree to hold such Confidential Information in confidence in accordance with the terms of this Agreement;

and to use its reasonable endeavours to ensure that such persons and bodies comply with such obligations;

3.1.4 not to use such Confidential Information within its own organisation except solely to the extent necessary for the Business Purpose or any other purpose the disclosing party may hereafter expressly authorise in writing,

3.1.5 to use its reasonable endeavours to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorised access, use and misappropriation;

4 Exclusions

4.1 The obligations of confidentiality in Clause 3 shall not apply:

4.1.1 to any portion of Confidential Information where the recipient can demonstrate that the Confidential Information concerned:

- (a) is or has become publicly known through no fault of the recipient, its employees, agents and sub-contractors; or
- (b) is lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or
- (c) is already known to the recipient with no obligation of confidentiality at the date it was disclosed by or obtained from the disclosing party; or
- (d) is disclosed without restriction by the disclosing party to any third party.

4.1.2 to any development made by the recipient which is independently developed by the recipient without access to or use of the disclosing party's Confidential Information.

5 Materials

5.1 All Materials shall be and shall remain the property of the disclosing party and shall not be reproduced in whole or part without the disclosing party's express written consent.

5.2 Any copies of the Materials shall become the disclosing party's property and shall contain such copyright and other proprietary rights notice or legend as appears on the original copy.

6 No transfer or licence of IPR

Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.

7 Return or destruction of Confidential Information

Each party shall, upon the completion of the purpose of this Agreement or request by

the other party, return all materials received or obtained under this Agreement, including Confidential Information, and all copies and all documents containing any portion of any Confidential Information

8 Remedies

Due to the unique nature of the Confidential Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to the disclosing party, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, disclosing party shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

9 Term

This agreement will run for 12 months from its signing and shall remain in effect for a period of two (2) years, or the life of any Agreements, Contracts or Commercial Arrangements which may arise from the joint efforts of the parties hereto, whichever shall be longer.

10 Governing law and jurisdiction

10.1 This Agreement and all non-contractual obligations arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of _____ and shall be subject to the exclusive jurisdiction of the _____.

10.2 The parties acknowledge and agree that damages may not be an adequate remedy for any breach of this Agreement, and therefore that (inter alia) the exclusive jurisdiction shall not apply if either party seeks equitable or injunctive relief (or other equivalent relief) in any other court of competent jurisdiction.

READ AND AGREED

On behalf of _____

On behalf of DMO

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____