



Global Legal Solutions®

Non-Disclosure Agreement

[Company Name] | [Counterparty's Name]



THIS AGREEMENT is dated: _____

BETWEEN:

- (1) **[PARTY A]**, a company registered in **[Country]**, with commercial licence number **[●]** and having its registered office at **[●]** ("**Party A**"); and
- (2) **[PARTY B]**, a company registered in **[Country]**, with commercial licence number **[●]** and having its registered office at **[●]** ("**Party B**"),

(collectively the "**Parties**", and each a "**Party**" to this Agreement).

RECITALS

- A. The Parties wish to enter or have entered discussions regarding the Project and in relation to which they anticipate exchanging Confidential Information.
- B. The Parties wish to ensure that any Confidential Information exchanged between them remains confidential pursuant to this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 The defined terms in this Agreement shall have the meaning ascribed to them in **Schedule 1 (Definitions)**.

2. INTERPRETATION

- 2.1 In this Agreement, the following rules of interpretation shall apply:

- 2.1.1 references to schedules and annexures are (unless otherwise provided) references to the schedules and annexures of this Agreement;
- 2.1.2 a reference to a numbered Clause or Paragraph is a reference to the clause or paragraph of this Agreement;
- 2.1.3 references to a "day", "month" or "year" are references to a "day", "month" or "year" of the Gregorian calendar;
- 2.1.4 a reference to "including" and its other grammatical forms shall be construed without limitation;
- 2.1.5 headings in this Agreement are for convenience only and do not affect the construction or interpretation of this Agreement;
- 2.1.6 a reference to any Party shall include that Party's personal representatives, successors and permitted assigns;
- 2.1.7 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 2.1.8 a reference to content includes any kind of text, information, images, or audio or video material that can be incorporated into or on any medium;
- 2.1.9 any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 2.1.10 the word "other" and its other grammatical forms shall not limit the general effect of the words that precede or follow and shall be construed without any limitation;
- 2.1.11 the provisions of this Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns;
- 2.1.12 any notice required under this Agreement shall be deemed to be a notice in writing and "writing" includes email and any means of reproducing words in a tangible and permanently visible form;