**NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_\_\_\_”) having its registered office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And

“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (hereinafter referred to as “Receiving Party”) having its registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and registration number / ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_ and the Receiving Party are hereinafter collectively referred to as “Parties” and individually as a “Party”.

Parties are desirous of collaborating and cooperating with each other in good faith for research in blockchain solutions development at a future date basis initial discussion.

Under this Agreement both the Parties intend that the information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement. The Receiving Party also agrees to protect \_\_\_\_\_\_\_\_\_\_\_ from unauthorised disclosure or use of the Confidential Information.

THEREFORE, in consideration of the Parties making available Confidential Information to each other as aforesaid, the Parties agree as follows:

1. For the purpose of this Agreement, “Confidential Information” means any and all information of the Company and its Affiliates that is not generally known by others with whom they compete or do business, or with whom they plan to compete or do business, and any and all information the disclosure of which would otherwise be adverse to the interest of the Company or any of its Affiliates. Confidential Information shall include information disclosed by \_\_\_\_\_\_\_, whether in writing, orally, visually or otherwise, including but not limited to business plans, API documents, login credentials, process workflow, financials, sales, marketing and operational information, product specifications, technical data, trade secrets, know-how, ideas and other concepts of \_\_\_\_\_\_\_\_\_\_\_ or third party.
2. Exclusion: The Receiving Party’s obligations under this Agreement with respect to particular information does not apply to the extent that:
3. \_\_\_\_\_\_\_ authorizes the Receiving Party in writing to disclose such information;
4. the information is generally available from public sources or in the public domain;
5. the Receiving Party knows such information at the time of disclosure by \_\_\_\_\_\_\_\_\_\_\_, free of any obligation to keep it Confidential;
6. the Receiving Party obtains such information from third-party;
7. Receiving Party is required to be disclosed in order to comply with applicable laws and regulations, court orders or other process of law.
8. Protection of Confidential Information: Receiving Party shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and the Receiving Party shall be responsible for their compliance herewith. Receiving Party shall use at least the same degree of care to protect the confidentiality and ensure the proper use of the Confidential Information as Receiving Party uses with respect to its information of a similar kind or nature, but in no event less than reasonable care. The Receiving Party shall not without prior written consent of \_\_\_\_\_\_\_\_\_\_ disclose to any third-party, directly or indirectly:
9. The fact about any discussion is taking place concerning the Project; or
10. Make any private or public announcement or statement concerning the Project.

The Receiving Party shall promptly notify \_\_\_\_\_\_\_\_\_\_\_\_ if any of the confidential information is already disclosed by third party and such disclosure comes to the notice of the Receiving Party

1. Return of Confidential Information material: Once the term of this Agreement is over or it is terminated by either Party, the Receiving Party shall return or destroy (as demanded by \_\_\_\_\_\_\_\_\_\_\_) all the property, with respect to Confidential Information, to \_\_\_\_\_\_\_\_\_\_\_. Returning of the said material should be done within 30 days of such request received from \_\_\_\_\_\_\_\_\_\_.
2. Intellectual Property ownership: Any information, know-how, data, results, and inventions, and any associated intellectual property, that is made, discovered, created, invented or generated by \_\_\_\_\_\_\_\_\_ or its Affiliate in any activities or work under this Agreement shall be owned by \_\_\_\_\_\_\_\_\_. All Background Intellectual Property and Intellectual Property developed during the course of this Agreement shall remain the sole property of \_\_\_\_\_\_\_\_\_\_ at all the time.

All Intellectual Property of each Party will remain the exclusive property of that Party, no Party will acquire any rights or interests in the other Party’s Intellectual Property.

1. Relief: The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Hence, \_\_\_\_\_\_\_\_\_\_\_ shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
2. No Warranty: The confidential information is disclosed “As Is” without any representation, warranty, assurance, Guarantee, or inducement of any kind, including without limitation any express or implied warranty of completeness, accuracy, merchantability, suitability, non-infringement or fitness for purpose.
3. Term and Termination: The term of this Agreement shall commence on the Effective Date and shall continue as long as either party terminates. \_\_\_\_\_\_\_\_ reserves the right to terminate this Agreement any time. In case of any breach of any terms as mentioned in this agreement, \_\_\_\_\_\_\_ will have the right to terminate this Agreement. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive for one (1) year from the termination of this Agreement.
4. No Inducement or Commitment: Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship.
5. Indemnity: The Receiving Party hereby agrees to forthwith indemnify and hold harmless \_\_\_\_\_\_\_\_\_ from and against all proven claim, loss, or damages, liability (including the legal fees) arising out of or in connection with any unauthorized use or disclosure by the Receiving Party of the Confidential Information or any other breach of the terms and conditions contained in this Agreement.
6. Independent Party: During the term of this Agreement and any renewals thereof, Receiving Party agrees that it will not directly work with any of the competitors of \_\_\_\_\_\_\_\_\_\_\_ for any other project of that uses or is derived from the Project. Both the Parties agree to act in good faith.
7. General terms:
8. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
9. This Agreement shall bind and benefit the parties and their respective successors and assigns. Receiving Party’s obligations under this Agreement shall survive any termination hereof.
10. Any notices under this Agreement should be sent through email or by a certified mail service. The said notices should be sent on the address as mentioned above.

1. Governing Laws and Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of Singapore without reference to the conflicts of laws principles and any dispute arising from it shall be subjected to the exclusive jurisdiction of the courts situated in Singapore.

IN WITNESS WHEREOF the parties hereto have set their respective hands on the date, month and year mentioned herein above.

**(Company Name) (Receiving Party)**

Address: Address:

Name: Signature:

Title:

Date: Date: