**NON-DISCLOSURE AGREEMENT**

This Non-disclosure Agreement (hereinafter **Agreement**) is entered into by and between on [*date*]:

[*name of the company*], registered under the laws of [*jurisdiction*] under registry number [registry number], having its registered office at [*address*] (hereinafter **Disclosing Party**), represented by a legal representative [*name*]

and

[*name of the company*], registered under the laws of [*jurisdiction*] under registry number [registry number], having its registered office at [*address*] (hereinafter **Receiving Party**), represented by a legal representative [*name*]

(Disclosing Party and Receiving Party hereinafter separately also **Party** or collectively **Parties**)

**WHEREAS:**

1. The Parties are interested in mutually beneficial business relationship and collaboration possibilities between the Parties relating to [*description of the Project*] (hereinafter **Project**);
2. The Parties wish to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information relating to the Project (hereinafter **Confidential Information**).

**NOW, THEREFORE, the Parties have agreed as follows:**

1. For purposes of this Agreement, Confidential Information shall include any information, in whatever form, relating to the Project and/or business affairs of the Disclosing Party, which is delivered by the Disclosing Party, including but without limitation to, information of a technical, operational, administrative, economic, planning, business or financial nature, as well as data, software, trade secrets, copyright, intellectual property and know-how and any other information whatsoever of confidential nature, in whole or in part.
2. The Receiving Party shall use the Confidential Information only for performing its contractual obligations arising from the terms of the Project. The Receiving Party hereby warrants to keep confidential and not to use, disclose, enable or cause any third party, without prior written consent of the Disclosing Party, to become aware of any Confidential Information.
3. The Receiving Party shall carefully permit access to Confidential Information only to its representatives and employees to whom such access is reasonably necessary for execution of the Project and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. The Receiving Party agrees that it shall remain liable for any breach by its representatives and employees of the obligations set out in this Agreement.
4. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. Nothing in this Agreement shall be deemed to grant to the Receiving Party a licence expressly or by implication under any patent, copyright or other intellectual property right.
5. The Receiving Party shall at its expense, at the written request of the Disclosing Party, cease to use and immediately destroy or return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information.
6. The Receiving Party's obligations under this Agreement do not extend to information that is: (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (ii) discovered or created by the Receiving Party before disclosure by the Disclosing Party or learned by the Receiving Party through legitimate means other than from the Disclosing Party, as proven by its written records; or (iii) disclosed by Receiving Party with Disclosing Party's prior written approval.
7. Should the Receiving Party breach any of the obligations set forth in this Agreement, the Disclosing Party shall have the right to request the Receiving Party to (i) immediately terminate such breach; (ii) surrender to the Disclosing Party any revenues received in connection with such breach; (iii) pay to the Disclosing Party a contractual penalty for each breach in the amount of EUR [*insert number*]; and (iv) compensate the Disclosing Party for damages caused by such breach (to the extent they exceed the above penalty).
8. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
9. This Agreement expresses the complete understanding of the Parties with respect to this subject matter and supersedes all prior proposals, agreements, representations, and understandings.
10. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.
11. This Agreement shall come into effect upon being signed by the Parties. This Agreement shall remain in force for an indefinite period of time, unless terminated by mutual agreement of the Parties.
12. Any amendment to this Agreement must be made in writing or in electronic form and must be signed by all Parties.
13. This Agreement is governed by the laws of Estonia excluding the choice of law rules. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved by Harju County Court, Tallinn, Estonia.

**IN WITNESS THEREOF,** theParties hereto have signed this Agreement as follows:

Disclosing Party Receiving Party

[*signature*] [*signature*]

[*name of the company*] [*name of the company*]

Representative: [*name of representative*] Representative: [*name of representative*]