

Splinepro LLC - Non Disclosure Agreement

Why do I need a Confidentiality Agreement?

The purpose of this document is to allow you to disclose your idea to the product design team at Splinepro in complete confidence, to enable them to assess your idea and to provide some initial advice and cost estimates, as appropriate, prior to you commissioning any design work.

Confidentiality & Non Disclosure Agreement

This agreement is made between: **The Discloser** and **The Recipient: Splinepro LLC**

Definitions:

“Confidential Information” is any information which “The Discloser”, as further defined below, considers to be confidential in nature to facilitate the “Purpose”, as further defined below.

“The Discloser” shall mean the revealing party of the “Confidential Information”.

“The Recipient” shall mean the receiving party of the “Confidential Information”.

“The Purpose” shall mean the development of the idea, or ideas, disclosed, as titled at the end this document, on behalf of “The Discloser.”

1. “The Recipient” agrees that in consideration of “The Discloser” disclosing the “Confidential Information” for “The Purpose”, “The Recipient” shall, for a period of 2 years from the date of this agreement, undertake to:

i. not communicate, disclose or make available all or any part of the “Confidential Information” to any third party without the permission of “The Discloser”;

ii. not directly or indirectly use, or permit others to use, the “Confidential Information” other than for “The Purpose”;

2. The obligations of confidentiality and non-use will not apply with respect to any of the following:

i. information which is generally available to the public at the date of this agreement;

ii. information already known to The Recipient at the time of disclosure;

iii. information which is subsequently disclosed by third parties having no obligations of confidentiality;

iv. information which is or becomes generally available to the public through no act or default on the part of The Recipient or their agents, employees or professional advisers.

3. Without prejudice to the generality of clause 2, information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it may be of commercial interest, and a combination of two or more parts of the “Confidential Information” shall not be deemed to be generally available to the public by reason only of each separate part being so available.

4. “The Recipient” shall take all measures reasonably necessary to secure the confidentiality of “The Discloser’s” “Confidential Information”.

5. All rights in the “Confidential Information” are reserved by “The Discloser” and no rights or obligations other than those expressly set out in this agreement are granted or to be implied from this agreement. In particular no license is granted directly or indirectly by this agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future held, made, obtained or licensable by “The Discloser”.

6. The rights, duties and obligations of “The Recipient” and “The Discloser” and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of Bulgaria and the parties hereby submit to the exclusive jurisdiction of the Bulgarian Courts.

AGREED by the parties:

‘The Recipient’

Authorized Signatory (for and on behalf of): **Splinepro LLC**

‘The Discloser’

Project Title to which the confidential information refers:

Project Title:

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Date:

Signature:

/Director/

Name: Vladimir Kartov

Signature:

Name: /Printed Name/