

# NON-DISCLOSURE AGREEMENT

This agreement is made between:

**Company Name:**

**Address:**

**ZIP / City:**

**Country:**

**Hereinafter referred to as: Partner**

And:

**IMT Information Management Technology AG,**

**Gewerbestrasse 8, 9470 Buchs, Switzerland**

**Hereinafter referred to as: IMT**

Concerning:

**IMT product development, engineering projects  
and/or regulatory consulting**

Version/Date:

**Version 2.3 / September 26. 2019**

## RECITALS

1. The Parties above shall consider business cooperation wherein one Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") **confidential and proprietary information**, which the Receiving Party must keep strictly confidential.
2. Such confidential and proprietary information contains valuable trade secrets of the Disclosing Party. The Disclosing Party has expended substantial sums and devoted substantial resources in independently creating and developing such confidential and proprietary information.

## AGREEMENT

NOW THEREFORE, in consideration of the premises stated above and the mutual covenants contained herein, the Parties covenant and agree as follows:

1. The Receiving Party undertakes to keep strictly confidential all information, data, information (the "Protected Information", in particular data, intelligence, sketches, plans, drawings, lists, source codes, software concepts, hardware schematics, circuit concepts and any other information about other internal business processes of the Disclosing Party, whether transmitted orally, in writing or electronically, provided by the Disclosing Party to date or in the future and to use the Protected Information received exclusively for the purpose of examining a business cooperation.
2. The Receiving Party further undertakes **not to make any other use of the Protected Information** without the prior written consent of the Disclosing Party, **in particular not to use, exploit, reproduce, reconstruct or make it available to third parties for any other purpose.**
3. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Protected Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Protected Information in violation of the terms of this Agreement.
4. The Receiving Party further undertakes to impose the confidentiality obligation agreed herein on all persons who work for it in an employment and/or contract relationship or on the basis of any other relationship and who obtain or could obtain knowledge Protected Information. The Receiving Party shall be responsible for any breach of this Agreement by any of its officers, employees, agents or consultants.
5. All Protected Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of such information does not constitute an express or implied grant to the Receiving Party of any license or rights to or under the Disclosing Party's intellectual property rights, except the limited right to use set out in the recitals set forth above. The Receiving Party shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information and shall reproduce any such mark or notice on all copies of such Confidential Information.
6. At the request of the Disclosing Party, the Receiving Party shall immediately cease all use of Protected Information and, within not more than 10 days, return to the Disclosing Party in full all documents, media and samples containing Protected Information and any copies or extracts thereof.
7. These obligations shall not apply or shall cease to apply to information that the Receiving Party can prove was (i) in the possession of the Receiving Party at the time of disclosure, or (ii) published by the Disclosing Party, or (iii) disclosed by a third party who did not receive it directly or indirectly from the Disclosing Party, or (iv) developed independently and without use of Protected Information after the effective date of this Agreement, or (v) released for use by written agreement between the parties.

8. Any breach of this confidentiality agreement entitles the Disclosing Party to claim damages as well as measures to establish the lawful status.

9. The confidentiality agreement shall become effective upon signature and shall continue to apply for a period of 5 years from the end of the examination of a business relationship between the parties. If the parties subsequently enter into a business relationship, the provisions of this Agreement shall continue to apply for the duration of the cooperation and 3 years beyond, unless and to the extent that they are amended or cancelled in the cooperation agreement.

10. Swiss law shall apply to this Agreement. Subject to mandatory jurisdiction provisions, the Swiss courts at the registered office of IMT shall be competent to judge any disputes.

**Partner**

Place, Date:

Signed by:

Signature:

By checking this box, I digitally sign and approve this NDA. Allowing IMT to receive and use our confidential information for R&D-, product development or engineering discussions.

Submit Form to IMT

**IMT**

Place, Date:

Signed by:

Signature: