



Mutual Non –Disclosure Agreement (NDA)

This mutual non-disclosure agreement (“agreement”) is made and entered into as of

Effective Date (DD/MM/YYYY) :

Between **Lunia 3D Ltd** with offices at 76 Pant Hirwaun, Heol-y-cyw, CF35 6HH, United Kingdom

and *Company Representative* :

Company Name :

Address :

1. **Purpose:** The parties wish to explore a business opportunity of mutual interest, in connection with, each party may disclose to the other certain confidential technical and business information, which the disclosing party desires the receiving party to treat as confidential.
2. **Confidential Information:** means any information or data disclosed by either party to the other, either directly or indirectly, in writing, orally, by inspection or by the provision of tangible objects (including, without limitation, documents, prototypes, samples, technology, equipment, etc). Confidential Information shall not include information which (i) is or becomes publicly known and generally available in the public domain, through no action or disclosure by the receiving party; (ii) was previously known by the receiving party, without any obligation to hold such information in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without use of or reference to the disclosing party’s confidential Information or (v) is required by law, regulation or a valid court order to be disclosed by the receiving party, but only to the extent and for the purposes of such required disclosure; provided that the disclosing party is given prompt written notice prior to such disclosure and the opportunity to seek and appropriate protective order.
3. **Non-use and Non-disclosure:** Each party agrees not to use any Confidential Information of the other for any purpose except to evaluate and engage in discussions concerning a contemplated business opportunity or transaction between the parties. Each party agrees not to disclose any Confidential Information of the other to third parties or to such party’s employees, except to those employees with a „need to know” in furtherance of the purposes set forth herein. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party’s Confidential Information and which are provided hereunder.
4. **Confidentiality:** Each party agrees that it shall take reasonable measures, not less than the degree of protection such party takes to secure its own confidentiality, to protect the secrecy of and avoid disclosure and unauthorised use of the Confidential Information of the other party. Neither party shall make any copies of Confidential Information of the other, unless previously approved in writing by such party. Each party shall reproduce all propriety notices on any approved copies; in the same manner such notices were set forth in the original.
5. **No Obligation:** Nothing herein shall obligate either party to proceed with any future business transactions, and each party reserve the right, in its sole discretion, to terminate any discussions contemplated by this Agreement.
6. **No Warranty:** All confidential information is provided “as is”. Each party makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

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7. **Return of Materials:** All documents and other tangible objects containing or representing confidential information which have been disclosed hereunder and all copies thereof in the possession of the other party shall remain the property of the disclosing party and shall be promptly returned to the disclosing party upon such party's written request.
8. **Survival:** This agreement is effective as of the Effective Date specified above (the "Effective Date") and continues until terminated by either party as provided in Section 9. Notwithstanding the termination of this Agreement, each party's duties with respect to the other party's Proprietary Information shall continue for five years after the time of disclosure.
9. **Termination:** Either party may terminate this Agreement at any time by giving five business day's written notice to the other party at its address provided above, after which Recipient's obligations to Discloser are limited to that Proprietary Information disclosed before termination.
10. **Miscellaneous:** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute obligations waived, except by a writing signed by both parties hereto.

Lunia 3D Ltd

Signature

Print

Date

Company Name

Signature

Print

Date
